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VOLUME SERVICES AMERICA

Amended Copy

Revised June 21, 2001

~~May 10, 2001~~

Mayra Diaz-Buttacavoli
Assistant City Manager
City of Miami Beach
City Hall, 4th Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

Dear Mrs. Diaz-Buttacavoli:

With acceptance of our agreement, the City of Miami Beach will partner with the premier contract foodservice company in the nation, Volume Services America. Since 1987, we have provided financial, operations and community support that has kept the Miami Beach Convention Center and the Jackie Gleason Theater on the leading edge of foodservice trends and revenue growth. Recent events such as Pow Wow, Bank Administration Institute, NMMA Boat Show and IAEM have yielded positive customer feedback. Additionally, 1999 and 2000 have garnered the highest commission returns to date to the City of Miami Beach.

Going forward, another five years will produce greater returns to the city as well as renewed facility investment. Volume Services America will continue to set the industry benchmarks in food quality, presentation, service and operations management.

Our plan for the continuation of premium food and beverage services is outlined as follows:

- ❑ Fixed commission rates for all food and beverage categories, with step-scale rent increases based on increasing sales tiers, effective March 1, 2002. Step-scale rent increases are presented as follows:

- \$0 - \$4,000,000	28.5% rent
- \$4,000,000 - \$7,000,000	30.0% rent
- \$7,000,000 - \$8,500,000	32.0% rent
- \$8,500,000 - \$10,000,000	33.0% rent
- \$10,000,000 - above	35.0% rent
- ❑ Reserve fund of 1.5% of sales for smallwares and equipment replacements to fund continuous facility reinvestment.
- ❑ Additional commission rate increase of 8.0% of net sales associated with Microsoft Global Briefing (July 2001).
- ❑ Menu price changes will require prior approval of the City; and

CONVENTION CENTER CONCESSION AGREEMENT

Popcorn
A06
7/86

1. STANDARD MENU BOARD NAME
Popcorn, Cup & Tub

2. STANDARD PORTION
Appropriate cup filled $\frac{1}{2}$ " to 1" above top of container

Regular Size - 32 oz. SAC logo popcorn cup (SACS)
Tub Size - 85 oz. SAC logo popcorn tub (SACS)
Vending Box - $1\frac{1}{2}$ oz. SAC logo box (SACS)

3. INGREDIENT LISTING

- A. Raw yellow popcorn
- B. Oil - Red or yellow
- C. Flavacol
- D. SAC cup container - appropriate size

4. PURCHASE UNIT

- A. Raw yellow popcorn - 50# bag, yellow commercial grade, specify high expansion of 33 to 1 or higher with delivered moisture content of 14.09. Quantity discounts should be available above 500 pounds.
- B. Coconut oil - 50# pail, 100%, red or yellow, or Durkee Pop-All 3/10 qt. per case
- C. Flavacol - Gold Medal product, 40 lbs., or quart containers should be purchased. Substitute with Savoral - similar packaging
- D. Cups - Purchase by the case (SACS)

<u>Cup Size</u>	<u>Cup Number</u>	<u>Slv./Cups/Case</u>
32 oz.	_____	_____
85 oz.	_____	_____
$1\frac{1}{2}$ oz. box (Vending)	_____	_____

5. THE RECIPE

Preparing popcorn appears to be simple, however, it is complex, because to insure the best yield, certain procedures and steps of preparation concerning the heat of the kettle must be closely followed. Following is a step-by-step method of preparing popcorn.

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This instruction does not take into account specific types of machines.

However, once any popping machine is set up and prepared for popping corn, the following steps should be followed. It is a good idea to post precise popping instructions, which coincide with your machine's popping capabilities, near every popping location.

Steps:

1. Check machine before turning on to make sure it is assembled properly and connected to proper power source and voltage.
2. Turn on heat for seasoning well.
3. Turn on the kettle, add three kernels of corn. When these kernels pop, the kettle is hot enough to pop corn.
4. Place the oil in the kettle (use a 3 to 1 ratio), then turn on the agitator. The oil should be 480° before adding corn; allow approximately 30 seconds (for the first load only).
5. Combine the measured amount of raw popcorn for your machine and the seasoning salt. the seasoning salt is 1 teaspoon per 32 ozs. corn.
6. Dump the measured corn and salt into the machine. It will take 6-7 minutes when the machine is starting out cold (first batch). A normal popping cycle will take two minutes and 35 seconds to three minutes and 15 seconds with normal voltage input. If you get a faster popping cycle, you are getting too much heat to the kettle and your thermostat is inoperative. A slower cycle is usually the result of improper voltage or worn out elements. A cycle is defined as the time between the moment you add oil, to the dumping of the popped corn and the time you are ready to add oil again.

Improper use of heat or ingredient ratios will affect the popping expansion and, therefore, your overall yield.

7. Dump the popped corn out when you can count to three between the pops of kernels. Add oil immediately after dumping the batch. A delay will cause the machine temperature to rise, causing possible damage to the thermostat.

6. OTHER INFORMATION

- A. Turn the machine off at the beginning of the last batch. Always clean the machine and the popping area after each popping exercise and never leave the room while popping corn, as it is possible to start a fire.

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Peanuts
A07
7/86

1. STANDARD MENU BOARD NAME
Peanuts
2. STANDARD PORTION
Service the portion used at your unit. the regular portion used
is a 2.25 oz. bag.
3. INGREDIENT LISTING
Pre-packaged
4. PURCHASE UNIT
Purchase by the case. The usual pack is 100 bags (servings) per
case, purchase salted in the shell. US Jumbo are recommended.
5. THE RECIPE
Pre-packaged - ready to sell
6. OTHER INFORMATION
 - A. Roasting your own peanuts is not recommended.
 - B. Peanuts are very perishable. Store in a cool, dry storeroom.
Do not expose to sunlight or to heat, as this can deteriorate
quality. Signs of deterioration are mold, infestation, decay
and rancidity.
 - C. Under proper storage conditions, shelf life is 2-3 months.
 - D. Peanuts can also be refrigerated or frozen, but it is not
recommended.

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B. Standard Beverage Items

- 801 Ice Cold Beer - Draft
- 802 Ice Cold Beer - Bottled
- 803 Ice Cold Beer - Canned
- 804 Soft Drinks
- 805 Hot Coffee
- 806 Hot Chocolate

CONVENTION CENTER CONCESSION AGREEMENT

Ice Cold Beer - Draft
B01
7/86

1. STANDARD MENU BOARD NAME
Ice Cold (Brand Name) Beer

Use a premium beer and a local or light beer in each facility. Designate the sizes as large, regular, and small. Place on menu board in descending order.

2. STANDARD PORTION

Three sizes are recommended. An additional souvenir cup may be advantageous. The standard size cups are 16 oz. (small), 24 oz. (regular), and 32 oz. (large). A 12 oz. cup may be used for units where there is a restriction on portions. It is best to use only the regular size or souvenir cup when utilizing portable stands.

<u>Portion Description</u>	<u>Cup Size</u>	<u>Average Serving (ozs.)</u>
Small (SACS)	12 oz.	10.5
Small (SACS)	16 oz.	14.5
Small (SACS)	20 oz.	18.0
Regular (SACS)	24 oz.	22.0
Large (SACS)	32 oz.	29.5
Souvenir (SACS) *	22 oz.	20.6

* Recommended size for souvenir cup is 32 oz. to maximize sales.

Note: Leave $\frac{1}{2}$ " beer head in the cup for correct measure portion.

3. INGREDIENT LISTING

- A. Draft beer - Use a premium beer and a local or light beer
B. Correct size cup with SAC logo (SACS)

4. PURCHASE UNIT

- A. Draft beer - Purchase by the $\frac{1}{2}$ keg (15.5 gal. or 1,984 ozs.). Quality discounts are sometimes available and are recommended if the beer can be sold within desired turnover time.
B. Cups are to be SAC logo cups (SACS), purchased from the approved National Supplier.

<u>Cup Size</u>	<u>Cup Number/ National Supplier Only</u>	<u>Cups per Case</u>
12 oz.		
16 oz.		
20 oz.		
24 oz.		
32 oz.		
22 oz.		

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C. Use large 50# CO₂ units whenever possible.

5. THE RECIPE

Pour beer into the side of a SAC standard cup at a 45° angle. As the cup fills, straighten it up so that the beer hits the center of the cup. Leave a ½" head in the top of the cup.

6. OTHER INFORMATION

A. Draft beer contains no preservatives and is perishable with a 30 day shelf life when held under constant refrigeration. When receiving beer, it should be brought from the delivery truck directly to the walk-in. count the delivery in the walk-in by segregating the new stock from the old. This will also help you rotate your stock. The ideal temperature for storage is 32-34° for remote systems.

Floors to walk-ins should be reinforced if not specifically designed to handle keg beer. Concrete is the ideal flooring. Wood pallets or diamond plate steel are acceptable reinforcement.

B. Do not let the dispenser faucet sit in the beer while pouring. Faucets should be opened quickly and completely to prevent excessive foaming.

C. Tapping Systems - There are three types of tapping systems:

- (1) Golden Gate
- (2) Hoff Stevens
- (3) Tap O'Matic or Sanke

The Tap O'Matic (a Miller trademark) drains the keg completely. Hoff Stevens can leave up to 30 ozs., while Golden Gate can leave up to 64 ozs. of product. The type of system utilized will have an affect on your yield. Golden Gate is the oldest easy tap system. It employs two separate fittings with the faucet near the bottom of the keg. For this reason, kegs should be tilted to allow as much beer as possible to flow out of the faucet. Hoff Stevens employs a threaded fitting, while Tap O'Matic's twists and locks. The most desirable system is Tap O'Matic or Sanke, followed by Hoff Stevens and, finally, Golden Gate.

D. For high volume units, use series hook ups, allowing one faucet to tap up to six kegs. All types of tapping systems can be used in series. If series tapping is not possible, start off with full kegs.

E. Factors for tapping beer:

Internal Pressure - CO₂ produced in the brewing process creates pressure within the keg. This ranges from 10 p.s.i. at 35° to 13 p.s.i. at 40°. To draw beer, a pressure equal to or greater than the internal pressure is needed. Pressure applied in excess of 5-6 pounds of the internal pressure can overcarbonate a keg.

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Counter pressure - This is the pressure put into the keg at the time of dispensing to force it through the lines. CO₂ tanks with regulators are the best method. Air pump systems can be used but if not properly maintained are unsanitary. When more than 20 pounds of pressure is needed, a blend of CO₂ and nitrogen will prevent overcarbonation in the keg.

- F. Resistance, restriction, or friction - Beer lines are constructed of polyethylene or vinyl. The amount of resistance depends upon the material and size of the line. The most common size lines are 3/16", 1/4" and 3/8". Poly lines are less resistant and less expensive than vinyl. Pressure required per foot of poly line is as follows:

<u>Size</u>	<u>Resistance</u>	<u>Capacity per Foot</u>
3/16"	3 lbs.	1/6 oz.
1/4"	.85 lbs.	1/3 oz.
3/8"	.20 lbs.	3/4 oz.

Lift is defined as the "vertical distance, in feet, from the center of the keg to the faucet". To calculate the lift resistance, multiply the distance from the center of the keg to the faucet by 1/2 pound.

By combining all these elements, you will be able to understand the calculations used when installing a draft beer system.

- G. All refrigeration equipment should have compressor grates cleaned regularly to allow for proper air circulation. Thermometers should be placed in all equipment to monitor temperature levels. Periodic inspection by trained mechanics (preventative maintenance) is the best insurance against equipment failure. An active unit should have beer lines cleaned monthly. Some states prohibit beer distributors from performing this service. Check with local contacts concerning the laws. Keep posted records to show when beer lines were last cleaned.

CONVENTION CENTER CONCESSION AGREEMENT

Ice Cold Beer - Bottled
802
7/86

1. STANDARD MENU BOARD NAME
Ice Cold (Brand Name) Beer
2. STANDARD PORTION
Twelve ounce bottle served in a 16 oz. SAC logo cup.
3. INGREDIENT LISTING
 - A. Use two beers minimum - A premium beer and a local beer. A light beer may be used as well where popularity trends warrant it.
 - B. Use a SAC logo 16 oz. flush fill translucent cup for the service container.
4. PURCHASE UNIT
 - A. Purchase bottled beer by the case, and utilize common sense when it comes to volume purchases.
 - B. A 16 oz. SAC logo cup is standard. These are purchased by the case from our National Supplier. The translucent plastic cup is standard.
5. THE RECIPE
Pour chilled bottled beer down the side of a standard 16 oz. logo cup. Tilt the cup at a 45° angle and straighten it up as you pour. This is similar to pouring draft beer. Serve the cup of beer. Keep the bottle, as it is returnable. Do not serve the bottle at any time.
6. OTHER INFORMATION
 - A. Bottled beer is pasteurized, giving it a long shelf life (120 days). Constant refrigeration is not required, although ideal warehouse temperatures are 42-46°. Exposure to sunlight will deteriorate bottle beer. Allow two days to bring warm delivered beer to serving temperature of 32-34°. Do not allow cold beer to warm up and then refrigerate again. This will deteriorate the product.

Bottled beer is received on pallets. Pallets should be spaced to provide needed circulation. Rotate your stock, first in-first out method. Breakage from bottles should be stored separately and saved for credit.

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Ice Cold Beer - Canned
803
7/86

1. STANDARD MENU BOARD NAME
Ice Cold (Brand Name) Beer
2. STANDARD PORTION
Twelve ounce can served in a SAC logo cup.
3. INGREDIENT LISTING
 - A. Use two beers minimum - premium beer and a local beer. A light beer may also be used where popularity trends warrant it.
 - B. Use a SAC logo 16 oz. flush fill translucent cup for the service container.
4. PURCHASE UNIT
 - A. Purchase canned beer by the case. Utilize common sense when volume purchases are being made.
 - B. A 16 oz. SAC logo cup is standard. these are purchased by the case from our National Supplier.
5. THE RECIPE
Pour and serve - See Bottled Beer, Recipe 802, for details.
6. OTHER INFORMATION
 - A. Canned beer is pasteurized, giving it a long shelf life (120 days). Constant refrigeration is not required, although ideal warehouse temperatures are 42-62°.

Allow two days to bring warm beer to serving temperature of 32-34°. Do not allow cold beer to warm up and then refrigerate again. This will deteriorate the product.

Air should be allowed to circulate around the cases in the walk-ins. Pallets should be spaced to provide the needed circulation. Rotate your stock, first in-first out.
 - B. Check local agencies for recycling program. The higher costs of cans can be reduced by selling the aluminum. Publicity regarding this "ecology minded" effort can be beneficial to the company. A separate trash compactor may be necessary for a recycling program.

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Soft Drinks
804
7/86

1. STANDARD MENU BOARD NAME
Soft Drinks

First Selection: Brand Name Cola (Two)
Second Selection: Brand Name Diet Beverage (One)
Third Selection: Flavor Preference of Area

Large/Regular/Small - Place on menu board in descending size order.

2. STANDARD PORTION

Three serving sizes are recommended. A souvenir cup is also recommended where feasible. Fill all cup sizes to the ice line and add product portion as designated in the chart below.

<u>Description</u>	<u>Cup Size</u>	<u>Fill to Ice Line and Add</u>
Small (SACS)	12 oz.	8.0 oz.
Regular (SACS)	16 oz.	11.0 oz.
Regular (SACS)	20 oz.	13.0 oz.
Regular (SACS)	22 oz.	14.0 oz.
Large (SACS)	24 oz.	16.0 oz.
Large (SACS) *	32 oz.	22.0 oz.

* Recommended size for souvenir cups is 32 oz. to maximize sales.

3. INGREDIENT LISTING

A. Soft drink base

- (1) Post-mix syrup brixed properly with water and carbonation
- (2) Pre-mix product (water and carbonation already added)
- (3) Flavored drink base syrup (add water only)

B. SAC logo cups

C. Ice - $\frac{1}{2}$ " cubed preferred for best quality beverage.

D. CO₂ Tank - Small (20#), large (50#). Tanks to be chained and secured.

4. PURCHASE UNIT

A. Soft drink base

- (1) Post mix syrup (post mix equipment necessary)
 - (a) Use 5 gallon tanks

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- (b) Use brand name equipment supplier (Coca-Cola, Pepsi, Royal Crown).
- (c) Use tested water source recommended by syrup supplier.
- (d) Use appropriate size carbonator unit for carbonation.
- (2) Pre-mix product (pre-mix equipment necessary)
 - (a) Use 4.75 gallon tank or the 5 gallon tank size supplied by brand name supplier
- (3) Flavored drink base syrup
 - (a) Mix with water, according to directions
- B. SAC logo cups - Purchase by the case from the approved National Supplier.

<u>Cup Size</u>	<u>Cup Number</u>	<u>Slv./Cups/Per Case</u>
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12 oz.		
16 oz.		
20 oz.		
22 oz. *		
24 oz.		
32 oz. *		

* Souvenir sizes recommended.

- C. Ice - Fill to ice line on the cup. If no ice line, fill $\frac{1}{2}$ of the cup with ice. (this is actually $\frac{1}{3}$ ice, as the cup is larger at the top.)
 - D. CO₂
 - (1) Use the small 20# tanks where space or small usage makes the smaller tank more practical.
 - (2) Use the large 50# tanks when volume usage is anticipated and ample storage space is available.
5. THE RECIPE
- A. Take the appropriate cup and add ice to the ice line (or $\frac{1}{2}$ cup full). Place the cup to dispensing outlet and fill the cup to not less than $\frac{1}{2}$ " from the top rim of the cup. Filling the cup to the very top causes counter spills and should be avoided. If the ice is properly added, the standard portion yields should be met. Test the yield(s) until the proper syrup portion (per cup size) plus ice, fills the cup as desired. Maintain the portion to your test findings.

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6. OTHER INFORMATION

- A. As much as possible, operate with 3 sizes in a standard concession stand and one size in a portable stand, preferably 18 oz. or 24 oz. size.
- B. Avoid prepouring or predrawing of drinks to prevent improper temperature, dilution or flat taste. When prepouring becomes necessary, it should be timed to supply the needed product when needed. Prepour only one size (regular) and sell that when no specific size is ordered. Proper icing of the cup is very important. Excessive ice dilutes the beverage. The standard for icing is half the container height.
- C. When serving the 22 oz. souvenir cup, it should replace the 24 oz. standard cups.
- D. Carry out trays are necessary; both 2 hole and 4 hole trays should be on hand. They should be stored under the counter.
- E. When using post-mix, there is less storage space necessary, greater volume is possible with less tank changes, greater profitability, if brixing is proper, and better taste.
- F. Post-mix products should be dispensed at 38-40°F before the ice is added. Higher temperatures result in excessive foaming, increased dilution and loss of carbonation. The higher the temperatures, the quicker the loss of CO₂ and the flatter tasting the drink becomes. Proper brixing (the syrup to water ratio), should be checked frequently to insure taste and profitability. This can be done by using a Ratio Cup, which is a three tube cup and separator.
- G. Soft drink syrups are formulated to be mixed at a specific water to syrup ratio. Sugar products are recommended at 5:1 and Sugar Free at 5.5:1. Using a water to syrup ratio of 5:1, one gallon (128 ozs.) of syrup plus five gallons (640 ozs.) of water yields six gallons (768 ozs.) of finished post-mix product. An average of 7.5 ozs. of actual beverage per 12 oz. cup should yield 102 servings. A 5.5:1 ratio will yield 6.5 gallons (832 oz.) and 7.5 ozs. of beverage per 12 oz. cup should yield 111 servings.
- H. Proper carbonation is important to flavor. A continuous supply of CO₂ at proper pressure will assure good tasting drinks. Gas pressure to the carbonator should be no less than 80 lbs. per square inch and should not exceed 120 lbs. per square inch. The secondary regulator pressure also needs to be set properly and checked regularly. Sugar syrups should be set above a minimum of 35 psi and adjusted accordingly due to the length of the run. Sugar free syrups should be set at a maximum of 6-10 psi.

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- I. Syrup should be stored in a cool area where the temperature does not exceed 76°F. Sugar free products will freeze as the temperature reaches freezing. Freezing is primarily a danger because the seals can rupture, causing loss of product and entry of impurities into the tank. Products should be purchased for use within 30 days, although the product is good for longer periods of time.
- J. Hooking up the Figal of product is made simple for Coca-Cola products, as the "3" prong fitting is designed to fit only the syrup line, while the "2" prong fitting is designed to fit only the CO₂ line. Sockets should be submerged in hot water prior to the initial hook up and upon each change of Figals. Pepsi products must have the syrup lines marked by product for proper connecting.

Jumping tanks or a series of hook ups provides a continuous syrup supply during the event. Where very large volumes are used, hook in series to avoid the need for repeated changes. This also applies to vending rooms where time is at a premium. In low volume stands or units, series hook ups should not be necessary, as the individual workers can be trained to change tanks. Partial tanks can be jumped to be used in a stand. Leakers and otherwise unusable tanks can also be jumped together to be made usable. This is done by depressing the CO₂ hook up nozzle to release the gas pressure on the tank to be filled. Once the pressure is released, a jumper cable can be hooked from the CO₂ side of the tank to be emptied, to the syrup hook up of the tank to be filled. The pressure will force the product into the desired tank. Keep releasing the pressure on the tank being filled.
- K. The refrigeration system, cold plate or mechanical, must maintain the proper temperature to prevent foaming. Cold plates must be iced in advance, at least 2-3" deep, clean, without water standing in ice chest, and without bridging. A mechanical system used for pre-mix can either be dry (without water bath) or wet (with a water bath). In either case, the electrical system must be working to keep the temperature of the product correct. Cold plates are more practical for outside or non-electrical areas.

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Hot Coffee
805
7/86

1. STANDARD MENU BOARD NAME
Hot Coffee
2. STANDARD PORTION
Regular size - 8 oz. cup filled $\frac{1}{2}$ " from the top
Sugar and creamer packets should be stored under the service counter and handed out at customer request.
3. INGREDIENT LISTING
 - A. Coffee
 - (1) Freeze dried
 - (2) Fresh ground
 - B. Cups - 8 oz.
 - C. Creamers
 - (1) Powdered portion pack
 - (2) Liquid non-dairy portion pack
 - D. Sugar - Portion pack
 - E. Plastic stirrers
4. PURCHASE UNIT
 - A. Coffee - Use national purchasing brands, if competitively priced
 - (1) Freeze dried - Purchase by the case, usually 24 - 8 oz. bags per case.
 - (2) Fresh ground - Purchase by the case
 - (a) 24 - 1 lb. containers
 - (b) Portion pouches
 - (3) Liquid Coffee - Frozen product, usually 12 cans per case.
 - B. Cups - by the case from the approved National Supplier.

<u>Cup Size</u>	<u>Cup Number</u>	<u>Case/Pack</u>
8 oz.		
 - C. Creamers
 - (1) PC powdered creamers - bulk case, 1000/case
 - (2) PC liquid non-dairy - bulk case, 200/case

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- D. Sugar - Purchase by the case
PC sugar packets - bulk case, 2000/case
- E. Stirrers - by the case
Plastic stirrers - 1000 box, 10 box/case

5. THE RECIPE

Because of the many different types of machines in use, we do not recommend any specific method of preparation, except to say that the instructions that are available with each different piece of equipment should be followed.

- A. Freeze dried coffee - post and follow machine instructions.
- B. Fresh brewed coffee - post and follow machine instructions.
- C. Liquid coffee - post and follow machine instructions..

6. OTHER INFORMATION

- A. If using freeze dried machines, try to utilize bulk type hopper units rather than the units that use jars. The jar type units are more likely to have feeding problems and the jars of coffee are more likely to disappear.
- B. A cup of steaming coffee should ideally be between 175 and 180°F.
- C. Cups are filled $\frac{3}{4}$ " from top.
- D. Keep condiments and stir stix under counter and dispense as requested by customer.
- E. If weather and crowd size allow, consider a portable coffee stand. Needed are coffee carriers and a source of hot water. Cambro or cecilware Heavy Duty Carriers are suggested types - 5 gallon and 10 gallon carriers. Commercial duty hot water heaters will hold between 50 and 100 gallons and will deliver at a temperature of 180°F.

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Hot Chocolate
806
7/86

1. STANDARD MENU BOARD NAME
Hot Chocolate
2. STANDARD PORTION
Regular size - 8 oz. cup filled within $\frac{1}{2}$ " of the cup's rim.
3. INGREDIENT LISTING
 - A. Hot chocolate mix - Cocoa Supreme (dry powder mix) by Carnation.
 - B. Cups - 8 oz. styrofoam cup
4. PURCHASE UNIT
 - A. Hot Chocolate Mix - Purchase by the case. Cocoa Supreme comes in bulk packed bags and is ready to pour into the feed hopper. Be aware of the yield of your product. Cocoa Supreme's hopper holds 4.4 lbs. and yields 57 - 8 oz. servings.
 - B. Cups - Purchase by the case from the approved National Supplier.

<u>Cup Size</u>	<u>Cup Number</u>	<u>Slv./Cups/Case</u>
8 oz.		
5. THE RECIPE

Because there are so many types of machines being used by SAC at this time, we recommend posting and following the instructions for the type of equipment that you are using.
6. OTHER INFORMATION
 - A. Cocoa Supreme Machine by Cornelius Corp., model 90004-2, is available through a Carnation distributor.
 - B. Pre-set for automatic 8 oz. drop. The hopper holds 4.4 lbs. of ingredient or enough to produce 57 - 8 oz. cups. It will hold 170 ozs. of hot water and dispense it at a rate of 1 oz. per second. This rate will be maintained when the water connection is hooked up to a hot water heater. When hooked up to tap water, the maximum rate is 2 - 8 oz. cups per minute before the water temperature drops below 155°. The machine uses a 110 volt electrical connection.
 - C. A cup of hot chocolate should ideally be between 155° and 170°.

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C. Additional Items

- C01 Pizza - Ready Made
- C02 Pizza - Fresh Baked
- C03 Cotton Candy
- C04 Sno Cones
- C05 Caramel Corn
- C06 Jumbo Soft Pretzel

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Pizza - Ready Made
C01
7/86

1. STANDARD MENU BOARD NAME
Pizza - Slice
Pizza - Whole
2. STANDARD PORTION
8 slices per 15" pizza
3. INGREDIENT LISTING
 - A. Ready made pizza
 - B. Seasoning (garlic salt, salt)
 - C. Deli paper, pizza boxes or circles
4. PURCHASE UNIT
 - A. Purchase ready made 15" circular pizza by the case. It should be quality tested and met the recipe specifications for the SAC fresh pizza.
 - B. Seasoning
 - (1) Salt - Purchase by the case
 - (2) Garlic salt - 12 jars/case, purchase by the case.
 - C. Deli paper - 10-3/4" x 12", by the case, 12 box/case
 - D. Pizza boxes or circles - White, appropriate size, by the bundle (100/per).
5. THE RECIPE
Use a frozen product that can be cooked from a frozen state. Place the frozen ready made pizza into a 475° oven for 8-10 minutes (adjust cooking time as needed). Remove from the oven, cut into 8 equal pieces and serve when requested. Deli paper is used for a slice, the pizza box is used for a whole pizza.

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Pizza - Fresh Baked
C02
7/86

1. STANDARD MENU BOARD NAME
Pizza - Slice
Pizza - Whole
2. STANDARD PORTION
8 slices per 15" pizza
3. INGREDIENT LISTING
 - A. Pizza crust
 - B. Pizza sauce
 - C. Pizza cheese (Mozzarella/Provolone blend)
 - D. Seasoning (Garlic salt, Italian seasoning)
 - E. Deli paper/Pizza boxes or circles
4. PURCHASE UNIT
 - A. Pizza crust - recommend 15" circular pizza crust
 - (1) Fresh, buy from local supplier by the shell, per supplier's shipping pack.
 - (2) Preserved crusts - Purchase by the case from approved supplier.
 - B. Pizza sauce - purchase by the case, 6 - #10 cans per case (quality tested)
 - C. Pizza cheese - purchase by the pound in amounts needed to cover the purchased shells.
Mozzarella/Provolone blend (standard)
 - D. Seasoning
 - (1) Italian seasoning - purchase by the container. This can be added to your sauce.
 - (2) Salt - purchase by the case
 - (3) Garlic salt - 12 jars/case, purchase by the case

EXHIBIT "G"

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CONVENTION CENTER CONCESSION AGREEMENT

- E. Deli wrap - purchase by the case, 12 boxes/case
- F. Pizza boxes or circles - purchase appropriate size by the bundle.

5. THE RECIPE

Ladle 6 ozs. of pizza sauce onto the crust and spread out to within $\frac{1}{2}$ " from outer edge. Sprinkle on 6 ozs. of pizza cheese, leaving a 2" uncovered spot in the exact center of the pizza. Place the pizza in a 500° oven for approximately 5 minutes (adjust cooking time to your equipment). Remove from the oven and cut into 8 equal pieces. Serve when requested. Deli paper is used for a slice, and a pizza box or circle is used for a whole pizza.

6. OTHER INFORMATION

- A. Pizza crusts with preservatives can be kept in dry storage for 35 days. Fresh pizza crusts can be used from refrigerated storage for 10 days.
- B. When serving single slice pizza, serve on deli wrap. When serving whole pizza, serve in box or on cardboard circle.

CONVENTION CENTER CONCESSION AGREEMENT

Cotton Candy
C03
7/86

1. STANDARD MENU BOARD NAME
Cotton Candy Cone
Cotton Candy Bag

2. STANDARD PORTION

When cotton candy is made, the cotton candy is thrown out of the machine's spinning head into the pan. the product begins to build up inside the pan, beginning on the stabilizing web and working itself back toward the spinning head.

When making a cone, take a small amount of cotton candy from the pan to establish a (sticky) base on your cone. Then let the pan fill up with cotton candy until it is halfway between the head and the webbing. Pull out the cotton candy by attaching your base cone to the top edge of the cotton candy (near the pan) and immediately lifting it out. Twirl it into place. You may want to tap it into place with another cone until you learn how. This is known as one swirl of cotton candy. Repeat once more and your cone is ready. Portion - 2½ partial swirls. Approximate perfect yield: 18 cones per pound of mixed sugar and flossine, ideally .89 oz. per cone.

When making a bag of cotton candy, clip the bag under one of the web clamps nearest you (after shaking the bag open). Let the cotton candy fill the pan from the web to the spinning head. Reach in with your hand (use disposable plastic gloves) and pull out the cotton candy. Twirl and place into the bag. Repeat one more time and you are ready to tie (twist tie) the bag for sale. Portion - 2 full swirls. Approximate perfect yield: 12 bags per pound of mixed product, ideally 1.3 ozs. product per bag.

3. INGREDIENT LISTING

- A. Sugar (beet or cane)
- B. Flossine (coarse coloring/flavoring)
- C. Paper cotton candy cones
- D. Plastic bags with twist ties
- E. Bagged cotton candy makes a good merchandising display more attractive and appealing. Use a taut metal wire and colored or painted clothes pins to make a stringed display around your portable unit. Keep the display full.
- F. Making red/white/blue bags of cotton candy is good for Memorial Day, Flag Day, July 4th, etc., as is green and yellow for St. Patrick's Day.

EXHIBIT "C"

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CONVENTION CENTER CONCESSION AGREEMENT

- G. The cotton candy equipment is manufactured by Gold Medal or Cretors. There are several machines available. The top of the line is the Tornado Machine. This machine has the capacity of producing 352 cones per hour. It needs a 100 volt 30 amp common outlet. The options that are needed are the grip stabilizer (which prevents the floss from flying out of the pan), a pan cover (to be used when the machine is not in use) and a maintenance kit. For visual impact, production should be at the point of sale and divorced from your concession stands in a kiosk type enclosure. In arena buildings, have the cotton candy operation on the concourse. Gold Medal's Unifloss Stand will house the Tornado Machine, store ingredients, exhaust the aroma and trap flying bits of candy. Vendors are needed to complement your kiosk and maximize your sales.

To insure good yield, control sheets with yield schedules and cone counts should always be utilized.

- H. Cotton candy sold over the counter needs no bags (check with local Board of Health). Humidity can cause substantial shrinkage of product. Pick coolest location for production. Store finished product in walk-in refrigerator, if possible. Plastic bags should be tied firmly to sticks to prevent air from entering. Twist base of the stick for the same reason.
- I. Have your production at point of sale for visual and aromatic impact.

4. PURCHASE UNIT

- A. Sugar - Purchase in 25 or 50 lb. bags (beet or cane). Coarse sugar is best when waste is considered, but regular grain sugar is best when peak volume cone business (made to order) is the objective. Do not purchase 100 lb. bags (avoid back injury claims).
- B. Flossine - Purchase by the can (1 lb. per can) - Cherry red, strawberry red, raspberry blue are recommended colors/flavors. Lime green is also popular.
- C. Cotton candy cones - Purchase by the case or box, depending upon need. Use basic white (1,000/box, 4,000/case).
- D. Cotton candy bags - Purchase by the case (1,000 per case). Use pictorial bag to enhance merchandising. Twist ties are packed in the case.

5. THE RECIPE

The recipe for mixing the sugar and the flossine is on the flossine can. Mix according to the amount you will need by using 2 tablespoons (1 oz.) of flossine per 10 lbs. of sugar, or use 1/10 oz. of flossine for each pound of sugar used.

CONVENTION CENTER CONCESSION AGREEMENT

6. OTHER INFORMATION

- A. If you are planning to use cotton candy regularly, obtain a copy of Gold Medal's Cotton Candy Guidebook and apply it to your operation.
- B. Do not buy sugar in 100 lb. bags, as it is too heavy to handle safely. Avoid back injury claims.
- C. Coarse sugar is recommended as there will be less sugar waste because it will not be thrown through the ribbon before melting. However, a regular grain sugar works faster (it will melt faster, but there will be some waste. If you have peak rushes for cones to order, use regular grain sugar. Do not use extra fine grain if making bagged cotton candy. Prior to an event, coarse sugar is best.
- D. Alternating colors during an event increases sales. Try to merchandise the flavor difference where possible, this enhances the appeal of an impulse purchase.

CONVENTION CENTER CONCESSION AGREEMENT

Sno Cone
C04
7/86

1. STANDARD MENU BOARD NAME
Sno Cone
2. STANDARD PORTION
Regular size:
One 6 oz. scoop of shaved ice
1 oz. of flavored fruit syrup
One 10 oz. sno cone cup
One spoon straw
3. INGREDIENT LISTING
 - A. Cubed Ice (converted to shaved ice)
 - B. Pre-mixed flavored drink base
 - C. Sno cone cups
 - D. Spoon straw
4. PURCHASE UNIT
 - A. Ice - Use cubed ice, as it works best in a sno cone machine. If purchasing ice, use the cubed ice that you would normally purchase for your soft drinks.
 - B. Pre-mixed drink base
Flavors - cherry, grape, orange and lime are the best flavors
Syrup - purchase by the case, 4-1 gallons to a case. There are sno cone syrups available, which are basically mixed by the supplier. They contain a stiffening agent to hold the syrup on top of the ice.
 - C. Cups - Use a 10 oz. sno cone cup. Buy a simple patterned cup (5,000 cups/case).
 - D. Spoon straws - Bulk pack, 250 straws/box; 40 boxes/case. Purchase by the box or case, depending upon your need.
5. THE RECIPE

Using a 6 oz. sno cone scoop, scoop a ball of shaved ice and place it into a 10 oz. sno cone cup. Dispense one ounce of flavored syrup evenly over the ball of shaved ice to completely cover the ice. Stick a spoon straw into the ice and serve.

Read Gold Medal's guide book on sno cones. It will detail how to use their products, should you decide to make your own syrup. While this is perhaps more economical, it is not practiced if volume is low.

EXHIBIT "G"

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CONVENTION CENTER CONCESSION AGREEMENT

6. OTHER INFORMATION

- A. To make flavored syrup from liquid concentrate, mix 5 lbs. of sugar with 1 gallon of water in large stock pot. Mix thoroughly to dissolve sugar. Add 4 ozs. liquid concentrate flavoring and mix. One gallon will yield 128 one ounce cones. Syrup made from concentrate has a good quality and costs less.
- B. Use different flavors to add variety.
- C. Equipment
 - (1) Sno cone machine - depends upon size of operation, population and the type of machine required. Gold Medal has a large production capacity machine, the Shavatron machine. It can produce 900 lbs. of shaved ice per hour and can be purchased direct.
 - (2) Sno cone scoops - necessary for forming and portioning balls of shaved ice.
 - (3) Plastic pumps - used to dispense syrup. They can be measured to dispense 1 oz. syrup in one stroke.
- D. Make shaved ice in advance when large volume sales are expected. Place shaved ice in styrofoam coolers.

CONVENTION CENTER CONCESSION AGREEMENT

Caramel Corn
C05
7/86

1. STANDARD MENU BOARD NAME
Carmel Corn

2. STANDARD PORTION

This is a prepackaged item and the portion purchased represents the standard portion to be sold. Normally the portion size sought is 3.5 ozs. to 6 ozs.

3. INGREDIENT LISTING

This is a prepackaged product. Whether caramel corn is in a clear cellophane bag or a quality product like Cracker Jack, the ingredients of the manufacturer should be on the package.

4. PURCHASE UNIT

Purchase by the case

- A. Caramel corn - The product should be purchased in a clear cellophane package so that it can be seen. A serving of 3.75 ozs. is readily available from a number of suppliers.
- B. Cracker Jack - Purchase by the case and use the Park-Pak, as it is a generous serving. Learn to read the dates on the outside of the case that tell you when the product was manufactured.

Normal shelf life of caramel corn is one month. Normal shelf life of Cracker Jack is three months.

5. THE RECIPE

Prepackaged item, simply serve in prepackaged container.

6. OTHER INFORMATION

- A. Product MUST BE stored in a cool dry place. Never let product be stored in direct sunlight.
- B. Making your own caramel corn is not recommended.

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CONVENTION CENTER CONCESSION AGREEMENT

Jumbo Soft Pretzel
C06
7/86

1. STANDARD MENU BOARD NAME
Jumbo Soft Pretzel

2. STANDARD PORTION

One 5.5 oz. pre-baked salted soft pretzel
1/2 - 1/2 oz. mustard
One sheet 10-3/4" x 12" deli wrap or pictorial pretzel bag, if vended.
(Melted cheddar cheese is a popular option)

3. INGREDIENT LISTING

Same as Standard Portion, as this is a ready made, pre-baked product.

4. PURCHASE UNIT

A. Jumbo soft pretzel - Purchase by the case. They are packed 50 per case. Each pretzel is pre-baked and weighs 5.5 ozs. each. A salt pouch is packed with each case so that the pretzels can be salted. Purchase only from the approved national supplier. See Purchasing Guide.

B. Mustard - Same as hot dog mustard purchase unit.

C. Wax paper - Same as hot dog wrap.

D. Stick for cheese pretzel (also used for control).

5. THE RECIPE

Preparation of the frozen, pre-baked soft pretzel varies because each unit has only certain equipment available, however, there are some basic techniques that can be applied:

A. The frozen pretzel should be removed from the freezer in the amounts to be used. Thawing and refreezing cannot be done 100% effectively. If the product has not been heated, the chances are better, but you may not always be successful.

B. If a conventional pretzel oven or convection oven is used for heating the pretzel, the time from the freezer to the oven can be very brief. In fact, you can work right out of the freezer and into the oven.

If heating cabinets are being utilized for heating, the pretzel should be thawed out. In this case, remove an hour or so before heating. When thawing out cases of pretzels, avoid stacking the cases, as this holds in the cold. Spread them out.

EXHIBIT "C"

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CONVENTION CENTER CONCESSION AGREEMENT

If no bulk heating system is available, the pretzels (in the amount that can be produced and sold without heating equipment) should be removed at least two or three hours prior to being put in a pretzel display case under heat lamps. The marginally heated pretzels can then be transferred to the display cases on the front counter for merchandising and holding before sale. Pretzels can also be heated under the lights before the shutter is raised. Place the pretzels on white deli paper on top of the popcorn.

- C. If the pretzels are purchased unsalted, as is primarily the case, the salt must be applied manually. Salt can be lightly sprinkled on the top of the pretzel after it is sprayed with a fine mist of water. The spray bottle should be used only for this purpose. A mist is all that is needed. Too much moisture will cause the pretzel's caramel colored skin to peel.
- D. It is recommended that pretzels be taken from the case, salted and then placed on perforated sheet pans for heating. The perforated pans allow for better air and heat flow than solid pans. The trays of salted pretzels can be stored in an open style Cres-Cor rack until ready to heat.

After the pretzels are heated in a convection oven for 10 minutes at 450°, they are transferred into (low) moisture controlled, (low) heated Cres-Cor cabinets and distributed to the various selling locations. The low moisture is needed as the pretzel loses some moisture when heated. The low temperature setting is used for holding, as "drying out" the pretzel is less risky at a low heat setting.

If only Cres-Cor cabinets are available for both heating and holding storage, then the similarly prepped, freshly salted pretzels are placed directly into the Cres-cor cabinets where they will be heated and held for sale.

The cabinets should be turned on to a high heat setting for 35 to 40 minutes before the desired serving time. Dry heat is used here initially as the pretzels have not been preheated. Once they have been heated to the desired serving texture and temperature (taste test), lower the temperature of the cabinet and add a limited amount of moisture to reduce drying the product out. Rotate product.

If you are using Cres-Cor cabinets to prep pretzels for several locations, then a number of cabinets are needed and a system of product rotation must be used. Much thought must be given to thawing as well.

When limited equipment is available, pretzels can be transferred by warehouse clerks from the prep area to each location. While this may not seem cost effective at first, remember that the pretzel is a low cost/high per cap item.

CONVENTION CENTER CONCESSION AGREEMENT

Although quality of the product will not be the same as when heated with a convection oven or Cres-cor unit, pretzels can be prepared in the stand, without special equipment. In this case, the pretzels should be thawed out at room temperature, salted and placed in a pretzel display case or under the warmer lights. They will not be as hot, but the pretzel consumer will not be dissatisfied, as the pretzel is great even at just above room temperature, which it will be. You cannot shorten the thawing process when heating equipment is not being used, so insure that the pretzels are well thawed and that even the chill from the freezer has gone. It is also harder to keep up with demand using this latter method.

- E. Pretzels can be successfully vended with styrofoam boxes, or hot boxes. Bags are preferred here, as the pretzel must be passed along many patrons at times. Portion control mustard can be placed in each bag, if desired, although not necessary. Bags also keep the pretzel from losing some of its heat and moisture content. Wax paper can also be used if desired. In this case, mustard should be applied by the vendor at the time of sale (when requested by the customer).

CONVENTION CENTER CONCESSION AGREEMENT

III. MENU BOARD LAYOUT

EXHIBIT "G"

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CONVENTION CENTER CONCESSION AGREEMENT

SERVICE AMERICA CORPORATION STANDARD MENU BOARD LISTING IN PROPER SEQUENCE

All Beef Hot Dog
Jumbo Hot Dog
Polish Sausage
Nachos
Kiddle Hot Dog
Popcorn, Tub, Cup
Peanuts

Ice Cold Beer (See Comments 1 and 2)
Soft Drinks, Large, Regular, Small
(See Comments 1 and 2)
Hot Coffee
Hot Chocolate

Comments

1. Coca-cola, Pepsi, 7-Up, brand names are preferable.
2. When space is available, size listings should be utilized. Always list large sizes first.
3. If space is available, the statement "sales tax included" should be listed, when appropriate.
4. If space is available, the statement "ID's checked on all beer sales" should be listed, when appropriate.
5. If a menu strip is available below the merchandising panel, "Stand No. _____" should be listed there.
6. Try to list all food items on the left hand side of the menu board, and beverages and other items on the right side.
7. Use proper spacing between items listed, as well as the top and bottom spacing, to balance the visual impression.
8. Never use hand written menu listings on the menu board, or tape other items on them. This also applies to stand walls.
9. Obtain good quality transparencies that depict our standard and/or custom design cups. Food items should also be depicted in the transparencies to improve merchandising of the menu. However, do not show a picture of a giant sausage that overhangs the bun, if, in fact, we sell a 5" 10/1 product. Truth in pictorials is important.-"

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CONVENTION CENTER CONCESSION AGREEMENT

IV

MINIMUM PURCHASING SPECIFICATION REQUIREMENTS

Beef:	Heifer or Steer	
	Grade:	USDA Top Choice
	Condition:	Fresh or Frozen
Pork:	Ground Beef:	Chuck, 20% fat content
	Grade:	
	Condition:	US No. 1
Veal:		Fresh or Frozen
	Calf	
	Grade:	USDA Choice
	Condition:	Fresh or Frozen
Lamb:		
	Under one year old	
	Grade:	USDA Choice
	Condition:	Fresh or Frozen
Poultry:		
	Grade:	USDA inspected Grade A
	Conditions:	Hens - Fresh or Frozen
		Fryers - Fresh or Frozen
		Duckling - Fresh or Frozen
		Turkey - Fresh or Frozen
Fish & Shellfish:		
	Grade:	When graded, A, otherwise
	Condition:	top quality.
		Fresh when available,
		frozen if cost and avail-
		ability warrant.
Eggs:		
	Grade:	USDA A, 100% candled
	Size:	Large
	Condition:	Fresh
Butter:		
	Grade:	USDA AA
Milk & Milk Products:		
	Grade:	US Grade A pasteurized
Non-Fat Dry Milk:		
	Grade:	US Extra
Bulk Ice Cream:		
	Grade:	Minimum 12% milkfat,
		80-100% overrun
Fresh Vegetables & Fruits:	Grade:	
Frozen Vegetables:		US No. 1 or better
	Grade:	A
Canned Fruit:		
	Grade:	US Grade A or Fancy in
		heavy syrup.
Canned Vegetables:		
	Grade:	US Grade A or Fancy
Dry Goods:		
	Rice:	Fancy or US No. 2
	Beans:	Grade A

CONVENTION CENTER CONCESSION AGREEMENT

REQUIRED REPORTS

CONCESSIONAIRE SUMMARY MONTHLY REPORT

SERVICE AMERICA CORPORATION

MONTH: _____

<u>CATEGORY</u>	<u>GROSS RECEIPTS*</u>	<u>PERCENTAGE</u> <u>RENTAL TO</u> <u>THE CITY</u>
Concession Food & Non-Alcoholic Beverage	\$ _____	
Miscellaneous	\$ _____	
Vending Machines	\$ _____	
Liquor	\$ _____	
Beer	\$ _____	
Wine	\$ _____	
Sub-Total	\$ _____	X 25% = \$ _____
Tobacco	\$ _____	
Cafeteria	\$ _____	
Catering	\$ _____	
Sub-Total	\$ _____	X 10% = \$ _____
Wardrobe Checking	\$ _____	X 0% = \$ -0-
TOTAL	\$ _____	\$ _____

Monthly Percentage Rental \$ _____
Monthly Minimum Rental \$ _____
Rental Due(whichever is greater) \$ _____
Plus _____ % Applicable Sales Tax \$ _____

Payment Enclosed \$ _____

GENERAL MANAGER
SERVICE AMERICA CORPORATION

Sworn To and Subscribed Before me this

____ Day of _____, 19____

As True, Accurate And Complete

NOTARY PUBLIC

* REPORTED GROSS RECEIPTS ARE NOT TO INCLUDE SALES TAX COLLECTED.

EXHIBIT "H"

Page 1 of 5

RESTAURANTS DAILY GROSS RECEIPTS REPORT

MONTH: _____

	DATE	DAY	ODORLESS FOOD & NON-ALCOHOLIC BEVERAGES	MISC.	VENDING	LIQUOR	BEER	WINE	TOBACCO	CAFETERIA	CATERING	TOTAL
1.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
16.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
17.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
18.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
19.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
20.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
21.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
22.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
23.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
24.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
25.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
26.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
27.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
28.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
29.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
30.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
31.	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
TOTALS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

* GROSS RECEIPTS: Are not to include sales tax

CONVENTION CENTER CONCESSION AGREEMENT

REQUIRED REPORTS

EVENT BUSINESS DAILY REPORT

DAY: Friday

EVENT: WT Fair

DATE: 8-29-86

LOCATION BAG	LIQUOR MIXED	SODA	BEER	WINE	Food	Tobacco	TOTAL PRICE	TOTAL CASH
#1		298.00	54.62		473.75		826.25	837.29
ICE CREAM					181.00		181.00	180.00
BALZ	76.75		70.00				146.75	146.75

SALES CATEGORY	GROSS	ADJ. O/S	ADJ. GROSS	NET SALES	SALES TAX	GRATU
Conc.-Food	654.75	+2.87	657.62	612.71	44.91	
-Bev.	298.00	1.31	299.31	278.87	20.44	
-Liquor	76.75	+1.35	77.10	71.83	5.27	
Beer	124.50	+1.51	125.01	118.68	6.33	
-Wine						
-Tobacco						

EXHIBIT "H"

S. J. J. J.

7

8/23/46

[illegible]

EXHIBIT "H"

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TOTAL MOST CIVIL

City of Miami Beach

FLORIDA 33139



OFFICE OF THE CITY MANAGER
ROB W. PARKINS
CITY MANAGER

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 873-7010

COMMISSION MEMORANDUM NO. 798-86

DATE: December 4, 1986

TO: Mayor Alex Daoud and
Members of the City Commission

FROM: Rob W. Parkins
City Manager

SUBJECT: CONCESSION AGREEMENT FOR OPERATION OF A CONCESSION AT
THE CITY OF MIAMI BEACH CONVENTION CENTER FOR A FIFTEEN
YEAR PERIOD RFP -75-85/02

HISTORY

On May 22, 1986, the City Administration, through the Department of Purchasing and Property Management, solicited proposals for operation of a concession at the Convention Center (RFP 75-85/02). At the June 27, 1986 proposal opening, three (3) proposals were received.

On July 1, 1986, the Tourist and Convention Center Expansion Authority heard presentations from proposers. The Authority voted by unanimous vote to present only Proposal "A" with its general construction support payment to the Convention Center. Further, the Authority recommended that the City Commission award the concession contract to Service America Corporation.

On July 9, 1986, the City Commission, after hearing presentations from the proposers, voted to consider Proposal "A" only and authorized the Administration to negotiate a firm concession agreement with Service America Corporation.

BACKGROUND

Between August 20, 1986, and November 21, 1986, the City Administration, with representation from the Tourist and Convention Center Expansion Authority, held formal negotiations with the Service America Corporation and developed a proposed concession agreement.

SUMMARY OF TERMS

General Construction Support Payment	\$2,000,000.00
Investment in Furniture, Fixtures, & Equipment	\$2,556,000.00

Rental (Payable Monthly) Minimum Rentals:

Initial Period until Expansion is complete	\$ 300,000.00 Per Year
After expansion is substantially complete	\$ 500,000.00 Per Year

Or Percentage of Gross Receipts- Whichever Is The Greater

Percentage Rentals:

Concession Sales	25% of Gross Receipts
Catering Sales	10% of Gross Receipts
Sale of Alcoholic Beverages	25% of Gross Receipts
Cafeteria Sales	10% of Gross Receipts
Tobacco Products	10% of Gross Receipts

ADMINISTRATIVE RECOMMENDATION

That the Commission authorize the Mayor and City Clerk to execute the concession agreement with **Service America Corporation** for the Operation of a Concession at the City of Miami Beach Convention Center for a Fifteen (15) Year Period.

12

RWP/WHH/EJD/TMP/ses

WHL

AGENDA
ITEM C-4-C

DATE 12-4-86

- current agreement between Volume Services America and the City of Miami Beach is currently 17.5% of net sales, which represents an increase of 7.5% above existing contract rates
 - proposed adjusted commission rate of 25.5% of sales applied to all food and beverage related to Microsoft Global Briefing
- ☐ Guaranteed minimum annual rent of \$1,250,000.
 - ☐ Total Capital Investment of \$1,250,000 to be spent on improvements to the food service areas and equipment for the Miami Beach Convention Center and the Jackie Gleason Theatre.
 - ☐ Scholarship Fund of \$100,000 offered to City of Miami Beach needy resident students pursuing a career in the field of hospitality foodservice management.
 - ☐ Volume Services America Corporation ^{AND/or} ^{JS} will depreciate all capital from date of disbursement until February 28, 2012.
 - ☐ Quality of service and food will continue to be of the quality expected by the users of the Miami Beach Convention Center and the Jackie Gleason Theatre.

Volume Services America's plan for contract renewal will enable the City of Miami Beach to continue its mutual partnership with the leading contract foodservice company in the industry. Through our facility experience, customer relationships and compelling financial / capital offer, we will maximize the commission returns to the City.

Should you have any further questions, please feel free to contact Michael, George or myself.

Sincerely,

C.T. Nice

C.T. Nice

Senior Vice President, Operations

Volume Services America Authorized Representative		City of Miami Beach Authorized Representative	
Name	<u>Kenneth R. Frick</u>	Name	<u>Jorge M. Gonzalez</u>
Signature	<u>Kenneth R. Frick</u>	Signature	<u>Jorge M. Gonzalez</u>
Date	<u>6/25/01</u>	Date	<u>6/29/01</u>

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 6-29-01
Date



VOLUME SERVICES AMERICA

Date: June 29, 2001

To: Mayra Diaz-Buttacavoli
City of Miami Beach

From: Michael King
Volume Services America

Re: Contract Renewal

On behalf of Volume Services America, we look forward to serving the Miami Beach Convention Center, the Jackie Gleason Theater and the City of Miami Beach for another five years.

Enclosed are signed copies of Resolution 2001-24393 and Volume Services America's proposal by our company CFO.

Per your request, this information is submitted to finalize the resolution and the adoption of its contents. Should you require additional information, please feel free to contact me at (305) 672-0006.

Cc: C.T. Nice, VSA
George Lancie, VSA

A RESOLUTION OF THE MAYOR AND CITY COMMISSION AUTHORIZING THE CITY MANAGER TO APPROVE THE FIVE-YEAR RENEWAL OPTION TO THE AGREEMENT WITH VOLUME SERVICES AMERICA FOR EXCLUSIVE FOOD AND BEVERAGE SERVICES AT THE MIAMI BEACH CONVENTION CENTER AND THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS; SAID RENEWAL OPTION TO BE EXERCISED SUBJECT TO AND CONTINGENT UPON THE FOLLOWING CONDITIONS: VOLUME SERVICES AMERICA SHALL PROVIDE THE CITY WITH AN ADDITIONAL \$350,000 IN COMMISSION REVENUE FROM THE MICROSOFT GLOBAL BRIEFING CONFERENCE, TO BE HELD AT THE MIAMI BEACH CONVENTION CENTER JULY 7-17, 2001; THE COMMISSION RATE IN THE AGREEMENT SHALL BE INCREASED GENERATING AN ADDITIONAL \$3,008,300 IN COMMISSION REVENUE; VOLUME SERVICES AMERICA SHALL MAKE A CAPITAL INVESTMENT TO THE MIAMI BEACH CONVENTION CENTER AND THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS OF \$1,250,000; AND SHALL MAKE A COMMITMENT TO ENHANCE SERVICES AND INTEREST IN OUR COMMUNITY THROUGH THE ESTABLISHMENT OF A SCHOLARSHIP PROGRAM; SAID FIVE-YEAR RENEWAL OPTION COMMENCING ON MARCH 1, 2002, AND ENDING ON FEBRUARY 28, 2007.

WHEREAS, on December 17, 1986, the City entered into an Agreement with Volume Services America for the preparation and delivery of food and beverage services for the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts (the Agreement); and

WHEREAS, the Agreement with Volume Services America has two renewal option terms of five-years each; and

WHEREAS, the Agreement currently expires in March 1, 2002; and

WHEREAS, Volume Services America approached the Administration in January 2001 to request that the City exercise the first renewal option term of the Agreement; and

WHEREAS, the Administration and Volume Services America have negotiated the following as conditions precedent to the City's exercise of the five-year renewal option term; said term commencing on March 1, 2002, through February 28, 2007:

✓ ♦ The City will receive \$1,250,000 for such capital investments, as to be determined by the City and Volume Services America, in the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts; and

♦ A new Proposed Commission Rate Schedule to the Agreement will be as follows:

✓

•	\$0	to \$ 4 million	28.5%
•	\$4	to \$ 7 million	30.0%
•	\$7	to \$ 8.5 million	32.0%
•	\$8.5	to \$10 million	33.0%
•	\$10 million	and above	35.0%

The proposed Commission Rate will potentially generate \$3,008,300 in additional Commission Revenue to the City for the period of March 1, 2002, through February 28, 2007, based on current revenue and sales projection for the facilities over the next five-years; and

✓ ♦ The City will be assured a minimum commission guarantee of \$1,250,000 million annually, which is in excess of the actual commission realized over the last five-years by approximately \$301,000 per year. The current minimum commission guarantee is \$500,000 annually; and

✓ ♦ A Reserve fund of 1.5% of net sales for small wares and equipment replacement to fund continuous facility reinvestment will be established; and

✓ ♦ An additional commission rate increase of 8% of net sales associated with the Microsoft Global Briefing Conference to be held at the Miami Beach Convention Center in July 2001. The current Commission Rate paid by Volume Services America to the City is 17.5 percent of net sales. The proposed commission rate of 25.5% (8% increase) of sales applies to all food and beverage related to Microsoft Global Briefing. This is estimated to generate an additional \$350,000 in commission revenue to the City; and

✓ ♦ At the request of the Administration, Volume Services America will establish a \$100,000 scholarship program to allow City of Miami Beach needy minority students to pursue a career in the field of contract food service and hospitality industry; and

○ ♦ Menu price changes will require prior approval of the City; and

✓ ♦ The quality of service and food will continue to be of a quality expected by the users of the facility.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the City Manager to approve the five-year renewal option to the Agreement with Volume Services America for exclusive food and beverage services at the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts; said renewal option to be exercised subject to and contingent upon the following conditions: Volume Services America shall provide the City with an additional \$350,000 in Commission Revenue from the Microsoft Global Briefing Conference, to be held at the Miami Beach Convention Center July 7-17, 2001; the Commission Rate in the Agreement shall be increased generating an additional \$3,008,300 in Commission Revenue; Volume Services America shall make a capital investment to the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts of \$1,250,000; and shall make a commitment to enhance services and interest in our community through the establishment of a scholarship program; said five-year renewal option commencing on March 1, 2002, and ending on February 28, 2007.

PASSED and ADOPTED this 16th day of May, 2001.

ATTEST:


VICE-MAYOR


CITY CLERK


NAME Kenneth R. Frick
Volume Services America
VP, C.F.O.


JMG:MDB:lcd
T:\AGENDA\2001\MAY\601\REGULAR\VOLSERAM.RES

June 25, 2001

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Signature: Kenneth R. Frick

 6-7-01
City Attorney Date

A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF MIAMI BEACH AUTHORIZING THE
MAYOR AND THE CITY CLERK TO EXECUTE A
CONCESSION AGREEMENT BETWEEN THE CITY
OF MIAMI BEACH AND SERVICE AMERICA
CORPORATION FOR OPERATION OF A
CONCESSION AT THE CITY OF MIAMI BEACH
CONVENTION CENTER AND TOPA FOR A
FIFTEEN (15) YEAR PERIOD

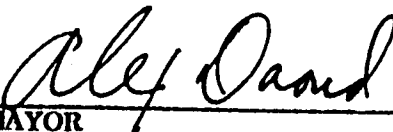
WHEREAS, the City Administration, through the
Department of Purchasing and Property Management solicited a
Request for Proposal (RFP 75-85/02)) for the Operation of a
Concession for a fifteen (15) year period at the City of Miami
Beach Convention Center and TOPA;
and

WHEREAS, a Proposal was received from Service America
Corporation;
and

WHEREAS, an appropriate Concession Agreement has been
negotiated, the City Manager has recommended its execution and the
City Attorney has approved it as to form,

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY
COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and the City
Clerk are hereby authorized to execute the Concession Agreement
attached hereto between the City of Miami Beach and Service
America Corporation for Operation of a Concession at the City of
Miami Beach Convention Center and TOPA for a fifteen (15) year
period commencing on March 1, 1987.

PASSED AND ADOPTED THIS 17th day of December, 1986.


MAYOR

Attest:


City Clerk

Approved as to Form:


Legal Department
12/17/86

AGREEMENT BETWEEN
CITY OF MIAMI BEACH
AND
SERVICE AMERICA CORPORATION
FOR
CONCESSION SERVICES AT
THE
CONVENTION CENTER AND TOPA

DATED THE 17th DAY OF
DECEMBER, 1986

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AGREEMENT

THIS AGREEMENT made and entered into this 17th day of December, 1986 by and between the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida (hereinafter called "City") and SERVICE AMERICA CORPORATION, a Delaware corporation duly authorized to do business in Florida, with offices at 88 Gate House Road, P.O. Box 10203, Stamford, Connecticut 06904 (hereinafter called "Concessionaire").

W I T N E S S E T H

WHEREAS, the City, as owner of the property commonly known as the Miami Beach Convention Center, located at 1901 Convention Center Drive, Miami Beach, Florida, and the Theater of the Performing Arts ("TOPA"), located at 1700 Washington Avenue, Miami Beach, Florida;

WHEREAS, the City issued Request for Proposal ("RFP") No. 75-85/02, together with amendments thereto, soliciting proposal for a fifteen year concession agreement at the above facilities; and

WHEREAS, on June 27, 1986 Concessionaire submitted its proposal in response to RFP No. 75-85/02; and

WHEREAS, the City Commission on July 9, 1986 authorized and directed the City Manager to negotiate a concession agreement with Concessionaire.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Definitions & General Requirements.

A. Concessionaire. The Concessionaire is Service America Corporation (hereinafter sometimes referred to "Concessionaire"), a corporation organized under the laws of the State of Delaware, which maintains its principal office at 88 Gate House Road, P.O. Box 10203, Stamford, Connecticut 06904, and which corporation is additionally duly authorized to do business in the State of

Florida.

B. City. The City is the City of Miami Beach, (hereinafter sometimes referred to as "City"), a Florida municipal corporation, having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139. City, as a governmental entity, is subject to the availability of funds and the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract.

C. City Commission. The City Commission is the legislative body of the City. The City Commission shall be the sole representative of the Owner authorized to do or approve the following conduct and actions:

1. To approve of any amendments and modifications to this agreement.

2. To approve of any assignments or subletting or transference or sale of this Agreement or any interest therein pursuant to Section 23 herein.

3. The City Commission shall be the appellate body, who, upon the Concessionaire's or the City Manager's written request, shall on their next available agenda hear appeals from the administrative decisions of the City Manager made regarding this contract or the performance of the Concessionaire thereunder, or any dispute arising thereunder. All City Commission approvals, authorizations and waivers shall be expressed by passage of an appropriate resolution and, if warranted, by the execution of an appropriate amendment to this Agreement.

D. City Manager. The City Manager is the Chief Executive Officer of the City. The City Manager shall attempt to render administrative decisions reasonably, equitably and promptly to avoid unreasonable delay in receiving the City's responses, comments and decisions relative to the submissions from the Concessionaire. The City Manager, in his professional discretion, may consult with the City Commission concerning disputes or matters under this Agreement, regardless of whether such matters or disputes are specifically enumerated herein.

E. Convention Center Director. The Convention Center Director is the City's principal administrative officer for purposes of administration, maintenance and operations of the City of Miami Beach Convention Center. The Convention Center Director shall also be deemed to be the City Manager's duly authorized designee for the purposes of representing the City in its day to day transactions with the Concessionaire and for purposes of reviewing, commenting upon, and determining the acceptability of documents submitted for City approval by the Concessionaire and resolving matters and disputes under the contract with the Concessionaire; provided, however, that the Convention Center Director, in his professional discretion, may consult with the City Manager concerning disputes or matters arising under this Agreement. The Convention Center Director may delegate portions of his duties to his staff.

F. Bid Documents. Bid Documents are herein defined to mean the advertisement or invitation to bid, instructions to bidders, the proposal forms and other sample bidding and contract forms issued by the City of Miami Beach pursuant to Requests for Proposal No. 75-85/02 ("RFP"), as amended, and the Concessionaire's complete and properly signed proposal in response thereto submitted in accordance with the Bidding Documents. The Bid Documents are all deemed as being incorporated by reference herein and made a part hereof , provided, however, that in the

event of a conflict between the Bid Documents and this contract, the priorities set forth in Section 28 of this Agreement shall govern.

G. Architect. "Architect" shall mean Borrelli, Frankel, Blitstein and Thompson, Ventulett, Stainback & Associates Inc., the City's Architects for the expansion of the Convention Center.

H. Contractor. "Contractor" shall mean the general contractor who is awarded the contract with the City for the expansion of the Convention Center, and shall also include and mean any and all subcontractors, sub-subcontractors, materialmen, suppliers and any other firms or persons, other than the Architect, who contribute to the prosecution of the work for the expansion of the Convention Center

I. Convention Center. "Convention Center" shall mean the interior of the building known as the Miami Beach Convention Center located at 1901 Convention Center Drive, Miami Beach, Florida, but shall not include the grounds, sidewalks, roads, landscaping and other areas exterior of the building.

J. TOPA. "TOPA" shall mean the interior of the building known as the Miami Beach Theater of the Performing Arts located on Convention Center Drive, Miami Beach, Florida but shall not include the grounds sidewalk, roads, landscaping and other areas exterior of the building.

K. FF&E. "FF&E" shall mean the food service furnishings, fixtures and equipment set forth in the food service specifications and design criteria portion of the final plans and specifications for the Convention Center Expansion prepared by City's Architect.

2. Concession Rights and Limitations

A. Exclusive Concession Rights. The Concessionaire shall have the exclusive right for the term set forth in paragraph 3 below to operate catering, cafeteria, restaurant, bars, refresh-

ment stands and vending operations selling food, beverages, (alcoholic and non-alcoholic) and tobacco products, except as herein otherwise provided. The rights shall also include wardrobe checking which may from time to time be required. Concessionaire shall not have any sales rights in the employees' assembly rooms, or in any adjacent areas outside the confines of the Convention Center, or TOPA, but the right to sell in these areas is retained by the City. Failure to provide any services as required by this Agreement will be considered a breach of contract and the Concessionaire will be considered in default of said contract, subject to the procedures set forth in Sections 24 and 25 herein.

B. Limitation on Exclusive Rights. The exclusive rights granted shall not include the sale on the premises of phonograph records, cassettes, videos and the like, programs, souvenirs, librettos, photographs, souvenir books or other printed matter of like nature and copyrighted novelties. In those cases where it is so determined by the Director of the Convention Center or one of the Center's tenants to sell such items through the Concessionaire, the Concessionaire shall be required to do so or the Director of the Convention Center, in his sole discretion, may contract directly with the tenants, as the case may be.

C. Alcoholic Beverages. The privilege to sell alcoholic beverages shall be subject to the provisions of the Beverage Law as enacted by the legislature of the State of Florida. Final decision as to which alcoholic beverages may be sold rests with the Director of the Convention Center, who must give his prior written approval as to each alcoholic beverage and the price charged therefor.

D. Waiver of Exclusivity. When requested by lessee of facilities the Concessionaire shall release exclusive rights for catering, shall incur no costs and collect up to 15% of gross receipts (or such other lump sum fee as may otherwise be agreed upon between the Concessionaire and the Lessee), and such 15% or

other lump sum fee shall be considered a part of "gross receipts" for the purpose of determining rent. During City-sponsored events, the 15% commission to which Concessionaire may otherwise be entitled, may be waived by the City Commission pursuant to formal action.

E. Interior Only. Concession rights at the Convention Center are limited to interior of facilities. Outdoor activities surrounding the Convention Center are subject to Convention Center Director's sole discretion, except that Concessionaire shall have exclusive rights to outdoor exhibit activities that are extensions of interior exhibit activities of lessees.

F. Catering Functions. Concessionaire covenants and agrees that it will not, directly or indirectly, provide, supply or serve food or beverage at the Convention Center or in any room or facility therein to, or at the insistence of any person, firm or corporation which is not a lessee of hall space at the Convention Center, unless such lessee is the City. It is the intent of this provision that food or beverage shall not be provided at the Convention Center except in connection with a bona fide convention, trade show, public show, entertainment event, consumer show or similar event normally associated with convention centers, unless the lessee is the City.

All catering contracts between the concessionaire and Convention Center lessees must be in writing. Copies of said contracts shall be forwarded to the Director of the Convention Center for his review.

Unless specific prior approval is obtained in writing from the Director of the Convention Center, Concessionaire shall handle his own catering - no subcontracting shall be allowed.

3. Term

A. Initial Term. The term of this agreement shall be for fifteen (15) years, commencing on March 1, 1987 and terminating on the last day of February 2002.

B. Options to Extend by City. City, in its sole discretion, may further extend the Agreement term under all the terms, covenants and conditions contained in this Agreement for up to two (2) additional and successive five-year (5-year) option periods. To exercise its option rights hereunder, City must give the Concessionaire written notice of its intention to extend the Concessionaire's term not less than one hundred eighty (180) days prior to the end of the Agreement term then in effect. ~

4. Convention Center Expansion.

A. In General. Concessionaire is aware that the City is in the process of expanding the Convention Center. Concessionaire warrants and represents that it has reviewed the final plans and specifications including the food service specifications and design criteria, prepared by the Architects for the expansion and Concessionaire further agrees to review any and all changes thereto as they pertain to the delivery of concession services under this Agreement. Concessionaire hereby agrees that the food service facilities provided for in the above described final plans and specifications are adequate and sufficient for Concessionaire to deliver the food service and catering services required of Concessionaire under this Agreement. Concessionaire agrees to coordinate and cooperate with the Architect and the Contractor for all food service matters as the expansion progresses.

B. Adherence to Project Schedule. Concessionaire acknowledges that the schedule for expansion set forth in the RFP is tentative and Concessionaire agrees to abide by the actual schedule and fulfill all of its obligations under this Agreement, including purchase and installation of all furnishings fixtures and equipment (hereinafter "FF&E") in accordance with the actual construction.

C. Changes to Plans. Any changes to the Architect's plans and specifications which are requested by Concessionaire are subject to the prior approval of City and to the extent that any

additional service is chargeable by the Architect and approved by the City or change order is required by Contractor, and approved by City, as a result of such requested change, all such cost and expense to City, together with any other cost, expense, or loss to the City, related to such requested change, shall be borne solely by Concessionaire, and shall be in addition to any other financial obligations of Concessionaire pursuant to this Agreement.

D. Disruption During Expansion. Concessionaire acknowledges and understands that during the expansion project space will be at a premium and that the facilities afforded to Concessionaire for the delivery of its concession services may be minimal. The City agrees to provide such minimal space to Concessionaire for delivery of services, including office space and food and equipment storage areas; provided, however, that if the City provided space is not sufficient, Concessionaire shall provide its own temporary storage. Concessionaire understands that whatever space is provided to Concessionaire during Phase I of the construction period will likely be relocated to other areas during Phase II and that yet another relocation will be required at the conclusion of Phase II. At all times during the expansion project, Concessionaire agrees to cooperate with the City, its Architects, contractors and consultants.

E. Cancellation of Project. In the event that the convention center expansion project is abandoned and further in the event that City does not utilize the general construction support payment then in such event the City shall have the option at any time after such abandonment to return the \$2.0 million of general construction funds required of Concessionaire pursuant to paragraph 5 of this Agreement. Then, at such time, the rentals payable by Concessionaire shall increase to the rentals set forth in Proposal "B" of Concessionaire's Proposal in response to City's RFP, a copy of which is attached hereto as Exhibit "A". In the event that nine (9) months shall have elapsed after the first bid

opening during which period the City shall have failed to award the Construction Contract for Convention Center Expansion under the original bid or rebid, then in such event Concessionaire shall have the right to demand and receive the general construction support payment. Provided, further however, that at any time within the first ten (10) years of the agreement term, City shall have the right to call for and receive the \$2.0 million contribution, upon sixty (60) days prior written notice, and at such time as City receives the funds the rent shall revert to the amounts specified in paragraph 20 hereof, and the expiration of the initial term shall be fifteen (15) years from the date of receipt of said funds. Any such cancellation of the project and return of the general construction support payment shall not affect the obligation of Concessionaire, pursuant to paragraph 6 of this agreement to provide the \$2,300,000 in FF&E.

5. General Construction Support Payment.

A. Additional Consideration. As additional consideration for the granting of the exclusive concession rights granted to Concessionaire under this Agreement, Concessionaire shall pay to City, within five (5) business days after execution of this Agreement by both parties, the sum of two million dollars (\$2,000,000.00) as a general construction support payment for the Convention Center Expansion, such sum to be held by City as Trustee in accordance with the provisions set forth below.

B. Use of Funds. The City shall use the general construction support funds for construction of Convention Center facilities which shall include the following elements: Level III Pod with the Concession Restaurant, crossover concourses, and escalators and elevators, (all of which are included in the Base Bid and referred to in paragraph 7A herein).

C. Rights to Improvements. Ownership of the general construction support funds will pass to City upon release of the funds from the trust account. Concessionaire shall not at any time

have any legal or equitable interest in the convention center or any portion thereof as a result of the City's use of the general construction support payment in the expansion project.

D. City to Hold & Disburse Funds in Trust Account. Upon receipt of the general construction support funds from the Concessionaire, City shall deposit all of the funds into a special trust account with City as Trustee.

It is the intent of the parties that the \$2.0 million will be disbursed proportionally as the project progresses and is completely disbursed at project completion. City shall disburse the funds so held proportionally at each monthly payment request of construction contractor which has been approved by the City. The percentage of the payment request to be paid from the trust funds shall be the same as the percentage of the construction cost award represented by the trust fund (trust fund / construction contract award = _____%). For example, if the construction contract award was \$50 million, then the percentage of each approved monthly payment request to be paid from the trust funds would be four (4) percent (\$2 million/\$50 million = 4%). Concessionaire shall be entitled to all interest earned on the trust funds less service charged and other direct costs associated with the maintenance of the trust account. City shall pay over to Concessionaire monthly any interest earnings on the account for the previous month. The funds shall be invested in United States Government Securities and/or Certificates of Deposit issued by federally insured financial institutions.

6. Investment in FF&E

A. Additional Consideration. As additional consideration for the granting of the exclusive rights granted to Concessionaire under this Agreement, Concessionaire shall invest the sum of \$2,300,000 (Two Million Three Hundred Thousand Dollars) in FF&E for the expanded Convention Center. The equipment owned by Concessionaire and in use in the Convention Center at an approximate cost of \$256,000, which is included in this Agreement as Exhibit "C", shall not be included in computing the investment requirement herein.

B. Selection, Purchase and Installation of FF&E.

Concessionaire shall select, purchase and install FF&E. Concessionaire shall have the sole obligation to purchase and install the FF&E in accordance with the Architect's directions and the actual schedule for the convention center expansion. The failure of Concessionaire to timely purchase and or to install all or any portion of the FF&E shall be cause for City to draw upon the letter of credit described below or to draw funds from the FF&E trust account, at the City's sole discretion, for the purpose of purchasing and installing the portion of the FF&E which Concessionaire has failed to install.

C. Cooperation with Contractor. Concessionaire agrees to cooperate fully with the general contractor and subcontractors for the Convention Center expansion project, including, without limitation, scheduling and coordinating all installation and testing of the FF&E, and providing ingress and egress to the work during all working hours

D. Ownership. Ownership of the FF&E shall lie with the Concessionaire for the term of this agreement so long as the agreement is in full force and effect. Upon termination, abandonment or cancellation of this agreement ownership of all FF&E, and any and all replacements, substitutions or additions thereto, and all equipment set forth in Exhibit "C", and any and all replacements, substitutions or additions thereto shall immediately vest in City. Concessionaire shall be liable for and shall pay when due all taxes related to the ownership of such FF&E, including but not limited to commercial personal property tax and sales tax.

E. Letter of Credit or Cash Deposit & Disbursement of Same. As security against default by Concessionaire of its obligation to provide the FF&E set forth in this Section 6, Concessionaire agrees to provide to City within five (5) business days of the execution of this Agreement by both parties, an unconditional

Irrevocable Letter of Credit in the form attached hereto as Exhibit "D". The Letter of Credit shall be in the amount of Two Million Three Hundred Thousand (\$2,300,000) dollars, shall be issued in favor of City and shall be drawn on a Dade County bank having a net worth in excess of One Hundred Million dollars (\$100,000,000). Concessionaire shall have the option in lieu of providing the letter of credit, to make a cash deposit with City in the full amount of \$2.3 million. In the event Concessionaire selects the cash deposit method, City shall hold the funds in trust in the same manner as the \$2.0 million is held in paragraph 5D, provided that there shall be a separate accounting for the general construction funds and the FF&E funds. City shall disburse from the \$2.3 million upon receipt of an invoice from Concessionaire or a third party supplier via Concessionaire for FF&E, provided such FF&E has been certified by City's Architects to meet or exceed the food service specifications and design criteria prepared by City's Architects (and reviewed by Concessionaire). In the event that Architect has certified to City that Concessionaire has met or exceeded all of the requirements of Architect's food service specifications and design criteria, and in the further event that there are any funds remaining in the FF&E account, then in such event City shall disburse to Concessionaire such amounts that Concessionaire has previously paid to its food service consultants and/or architects, provided that (1) such consultant's and/or architect's services were directly related to changes or enhancements to the food service facilities requested by Concessionaire, and (2) in no event shall disbursements for such food service consultant's and/or architect's fees exceed \$150,000.00.

F. Reduction of Amount of Letter of Credit. At such time as Concessionaire has purchased and installed any substantial portion of the FF&E, and such FF&E has been certified by City's architects to meet or exceed the food service specifications and

design criteria prepared by City's architects, then City shall instruct the bank which issued the Letter of Credit to reduce the amount of the letter of credit accordingly. Concessionaire shall provide paid invoices and such other forms of documentation as City may require to substantiate all expenditures toward the FF&E obligation, prior to the City's release from the Letter of Credit or disbursement of trust funds, as the case may be.

7. Tentative Concession Facilities. The following is a tentative list of concession locations and facilities planned to be provided to the Concessionaire. The parties agree that the goal is to locate the facilities in such locations and provide the number and size of facilities which will provide the best service to the tenants and attendees, without interfering with the exhibit areas and/or traffic flow. Accordingly the number, size and location of the facilities is subject to change.

A. Convention Center Concession Facilities Provided upon completion of expansion.

Level I

<u>Location</u>	<u>Number</u>	<u>Description</u>	<u>Estimated Sq.Ft.</u>
S.W.Q.-N.W.Q	MK-1	Main Kitchen	500
N.E.Q.	1A-1	Concession	488
	1A-2	Service Area	360
"	1A-3	Service Area (Future)	224
"	1A-4	Concession	403
S.E.Q.	1A-1	Concession	488
"	1A-2	Service Area	360
"	1A-3	Service Area (Future)	184
"	1A-4	Concession	403
S.W.Q.	1A-1	Concession	403
"	1A-2	Food Service Loading Zone	1936 2880
"	1A-3	Service Area	320
"	1A-4	Existing	
	1A-5	Existing	
	1A-6	Concession	1730
N.W.Q.	1A-1	Concession	1730
	1A-2	Existing	
	1A-3	Existing	
	1A-4	Service Area	468
	1A-5	Concession	403

Level II

<u>Location</u>	<u>Number</u>	<u>Description</u>	<u>Estimated Sq. Ft</u>
N.E.Q.	2A-1	Restaurant	6230
	2A-2	Service Area	450
	2A-3	Pod/Storage	644
	2A-4	Service Area (Future)	256
S.E.Q.	2A-1	Kitchen	4347
	2A-2	Service Area	360
	2A-3	Service Area (Future)	240
S.W.Q.	2A-1	Service Area	990
	2A-2	Commissary	5956
Room	2-115, 2-116	Combination office storage and files	1012

Those facilities/areas designated "(future)" are not funded for the current expansion plans. When and if additional funding does become available, those elements designated "(future)" may be considered for inclusion, at the City's option.

Level III.

<u>Location</u>	<u>Number</u>	<u>Description</u>	<u>Estimated Sq. Ft.</u>
All	3A-1	Restuarant/Bar	3580
<u>Pod Only</u>	3A-5	Pod	10,728

B. TOPA FACILITIES PROVIDED

<u>Location</u>	<u>Description</u>	<u>Estimated Sq. Ft.</u>
Lobby	Liquor Bar	120
South Corridor	Food/Beverage/Candy	120
North Corridor	Food/Beverage/Candy	40
Second Floor	Liquor/Food/Beverage	120

TOPA facilities provided are for the existing TOPA Renovation of TOPA is planned and Concessionaire agrees to accept the temporary facilities provided during renovation and the facilities provided after renovation. In the event TOPA is closed for a period or periods of time for renovation no terms or conditions of the concession agreement will be changed. Concessionaire acknowledges that it has been advised that the City is in the process of remodeling TOPA and that existing concessionaire facilities may be relocated.

8. Equipment Repairs and Maintenance

A. Equipment Provided. The Concessionaire is required to provide all furniture, fixtures and equipment for the proper operation of the concession with the exception of the City owned equipment which is provided to the concessionaire and included in this agreement as Exhibit "E". Included in the required list of original equipment will be the equipment presently owned by Concessionaire and included in this agreement as Exhibit "C". Concessionaire shall provide as a minimum the FF&E as set in paragraph 6 hereof and in Exhibit "C". No such FF&E shall be removed without replacement of same.

B. Repairs and Maintenance. The Concessionaire will be required to repair and maintain, at its cost and expense, all concession equipment and furnishings in accordance with the maintenance standards set forth in Exhibit "F" attached hereto. Further, the Concessionaire will furnish, at its own cost and expense, all expendable equipment necessary to the successful operation of the concessions. All equipment provided to the Concessionaire by the City or purchased by the Concessionaire shall be maintained or replaced, at the Concessionaire's sole expense, as necessary for the efficient operations of the concession. The City will maintain the below ground level connection lines for water and sewer utilities during the term of this agreement.

C. Capital Improvements. Any expenditure for capital improvements made by the Concessionaire in any of the operating facilities which are not contained within or a part of the general construction support payment as detailed in paragraph 5 of this agreement or investment in FF&E as detailed in paragraph 6 of this agreement must have prior written approval by the Convention Center Director.

D. Inspection. The City shall have the right to make periodic inspection of the Concessionaire's premises and equipment to determine that such are being maintained in a neat and orderly

condition. Concessionaire will be required to make any improvements in cleaning or maintenance methods as reasonably required by the City.

9. Quality of Service. It is understood and agreed that this section shall apply to those events which are serviced by the Concessionaire.

A. It is the intention of the City that its concession service be of the highest quality attainable. All concession areas are to be kept clean, orderly and sanitary at all times and in strict accordance with all applicable laws, codes, ordinances, rules and regulations.

B. In stand hawking operations shall be allowed only when approved by the lessee and Convention Center Director.

C. Concessionaire shall serve all drinks in individual premium quality paper or plastic cups. All foods, drinks, beverages, confectionary, refreshments and the like sold or kept for sale shall be first quality, wholesome and pure and shall conform in all respects to the federal, state and local food and other laws, codes, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept on premises. All merchandise kept on hand shall be stored and handled with due regard for sanitation. Leftover or perishable merchandise shall not be sold at any time.

D. All merchandise kept for sale shall be subject to inspection and approval or rejection by appropriate governmental agencies and the Director of the Convention Center, who shall be the duly authorized City representative for this purpose.

E. Vendors circulating through seating areas, when approved by the Convention Center Director, shall have leak-proof baskets and containers for carrying merchandise which shall be subject to approval of the Director. Vendors are to prevent the scattering of cups, wrappers, napkins and other items by their employees.

F. The Convention Center Director shall have the right to

reject the character of services and require that undesirable practices be discontinued or remedied. Failure of the Concessionaire to take appropriate action after notification from the City will result in the cancellation of the contract upon the approval of the City of Miami Beach Commission.

G. The Concessionaire shall constantly endeavor to improve the operation with a view toward developing maximum gross receipts potential and service to the Convention Center's patrons.

H. The Concessionaire shall be responsible for the cleaning and sanitation of all food service production, storage and service areas including equipment, floors, walls, ceilings and shelving. The Concessionaire shall also be responsible for cleaning of table tops during and following each event.

I. The Concessionaire shall maintain on a continuing basis the section of the receiving dock where food and beverages are delivered and will be responsible for the return of all pallets, storage containers, linens, and other equipment used in the conduct of operating the food services that belong to the suppliers.

J. All trash and garbage receptacles shall be cleaned and sanitized to ensure a high standard of sanitation at all times. Grease removal will be arranged and paid for by the concessionaire to avoid collection and spillage.

K. The Concessionaire shall be responsible for arranging for pest control service for Concessionaire's areas to ensure conformity with the State, County and City health codes. The Concessionaire shall provide to the Convention Center Director with a copy of the service agreement with the pest control firm that is retained.

L. TOPA. The concessionaire shall provide at TOPA, concession services which are the highest attainable and which are superior to other concession services at similar facilities in Dade and Broward counties. Concessionaire shall

maintain such highest attainable standards during the planned renovation of TOPA, and update the facilities provided once the renovation is complete. At a minimum, however, the Concessionaire shall, unless otherwise permitted by the Convention Center Director, have open and properly staffed during the walk-in period prior to performances and during intermissions all permanent concession stands, and such temporary stands as Convention Center Director may require.

10. Operating Conditions.

A. Hours of Operation. The Concessionaire will have the necessary concession facilities open and in operation at any and all events from the time the gates are opened until at least one-half hour after each function is completed, unless otherwise agreed to in writing by the Convention Center Director. Concessionaire will also provide additional refreshment services at the request of the Convention Center Director.

B. Concession Stand Locations. Location of all concession stands whether temporary or permanent and location of storage, office, or other space required by the Concessionaire shall be designated by the Convention Center Director or his authorized agent. The Concessionaire shall acquire no permanent rights to such locations and the City reserves the right to require the Concessionaire to move temporary stands and equipment as required by the scheduled use of the facilities.

C. Temporary Locations. The Concessionaire shall furnish at its own expense all common and skilled labor for the moving and setting up and dismantling of temporary refreshment stands in such locations as may be agreed upon between the Concessionaire and the Convention Center Director.

D. Office Space. The Convention Center will provide space for office and record purposes of the Concessionaire for the period of the contract at no additional charge. The use of this office space for purposes other than the operation of this concession shall result in the revocation of this space.

Concessionnaire will be responsible for the cleaning of this area.

E. Utilities. The Center shall furnish all electricity, gas, water and drainage service, including stub outs as set forth in the plans and specifications prepared by the City's Architects. City will not supply the labor required to make new or replacement equipment installations, which labor shall be procured and paid for by the Concessionaire.

F. Vending Machines. Vending machines shall not be used except with the written approval of the Director. If the Concessionaire desires to use vending machines, he shall submit his proposal in writing concerning items to be sold, suggested prices and recommended locations for the consideration and approval in writing of the Director.

G. Competition. No competing vendors or sellers of merchandise normally sold by the Concessionaire will be allowed to operate within the confines of the Center at any time, except upon the agreement of the Concessionaire to cover special occasions. City will use its best efforts to enforce this subsection.

The Concessionaire shall agree that nothing herein shall be construed as to prohibit a lessee of the Center from exhibiting any food, drink, merchandise or article in connection with the exhibit or other type of event, or from dispensing free samples (and not general consumption sizes) of any of the foregoing, as approved by the Convention Center Director.

H. Damage. The City of Miami Beach shall not be responsible for any goods, merchandise, equipment or other property of the Concessionaire stored at the Center; nor, will it be responsible for damage to same resulting from a power failure, flood, fire, explosion and/or other causes, and the Concessionaire hereby indemnifies and holds the City, its employees and officials harmless from any claims, losses, liabilities, suits or actions made with respect thereto except for claims, losses or liabilities

resulting solely from the negligence of the City, its employees and officials.

I. Security. The Concessionaire must provide any security measures which may be required to protect his area and his equipment, materials, and facilities. Said security measures may not violate other restrictions of this agreement and shall be consistent with security measures taken by the City for the facility as a whole.

Refreshment stands for service to the public, lounges, storage rooms, restaurants, and retail sales areas shall be of such structure that they are completely enclosed and can be securely locked, complete in every respect, at the Concessionaire's cost. The Director shall receive duplicates of all keys to all areas used in the Convention Center by the Concessionaire. Director shall not duplicate the keys and keep same in a secure place; provided, however, that all risk of loss or damage to Concessionaire's areas and contents therein shall lie with the Concessionaire except loss or damage resulting solely from the negligence of the City, its employees and officials.

J. Storage. All storage of concession products and equipment must be in locations designated by the Convention Center Director.

11. Trash Removal; Cleaning and Maintenance.

A. Trash, Rubbish and Garbage Removal. The Concessionaire shall provide at its expense all garbage, trash, and rubbish receptacles within the confines of his area, and shall provide a sufficient number of these receptacles for his own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish, and garbage shall be the responsibility of the Concessionaire. All trash and garbage will be brought to the Convention Center loading dock by the Concessionaire and placed in the receptacle provided by the City for subsequent removal by the City (or a duly licensed garbage hauler authorized by the City).

B. Cleaning and Maintenance.

1. The Concessionaire shall provide his own janitor services; pick-up and clean-up and dispose of all litter for all space assigned or used in his operation. The Concessionaire shall also clean and keep concession areas free of debris during events.

2. The Concessionaire shall keep all premises, including production, storage service, receiving dock and the surrounding areas used by him during the term of the contract in a neat, clean and sanitary condition, in accordance with premises and equipment minimum maintenance standards included in this Agreement as Exhibit "F". Kitchen, restaurant and snack stands and related concession areas shall be cleaned thoroughly each day during and after an event. Laws, ordinances and regulations of all governmental bodies pertaining to the operation of food serving establishments shall apply and be complied with by the Concessionaire. Food and debris in catering areas shall be promptly disposed of after each event catered by the Concessionaire, at the cost and expense of the Concessionaire. Waste foods and supplies shall be kept in closed metal containers until removed from the Center. Such removal shall be made during and after all events. However, the Convention Center shall be responsible for the removal of debris in areas normally considered non-catered public areas, (i.e. seating areas in arenas, corridors, etc.)

3. The entire area, except seating areas, within a radius of twenty-five (25) feet of each stand, commissary and work area, shall be kept clean and free from all rubbish. The Concessionaire shall keep such twenty-five (25) foot radius of each stand and other concession areas free and clear from all nuisance. Repair for damage done to floors, walls, windows or other property in said radius and restaurant area by reason of the operation of said stand and restaurant, will be the responsibility of the Concessionaire. The Concessionaire must employ the necessary personnel before, during and after the hours of any

event to comply with these provisions. The Concessionaire shall provide sufficient waste receptacles at each location and make certain that they are kept clean and promptly serviced during and after each event.

4. The Concessionaire shall not permit any waste, injury or damage upon or to the Center or its equipment and appurtenances. At the expiration of the concession contract, the Concessionaire shall leave the Center and its equipment and appurtenances in at least the same condition as that which they were at the commencement of the contract, plus any additions to furnishing and equipment, less normal wear and tear.

5. The Concessionaire and/or its employees shall not erect, maintain or keep at the Center any structure or equipment of any kind, whether temporary or otherwise, except with the written consent of the Director. The Concessionaire shall not make any alterations in, or additions to, nor post any signs upon any part of said premises or permit signs to be posted for advertising of goods of any nature on said premises or on vendor's person or equipment, without prior permission of the Director.

6. The Concessionaire shall not remove any article, piece of equipment or other property furnished to the Center without the express written permission of the Convention Center Director.

12. Concession Employees.

A. Concessionaire General Manager. The concession shall be operated by the Concessionaire's General Manager capable of and empowered to conduct all normal day-to-day operations of the Concessionaire and to be responsive to the desires and directive of the City in the areas of contract enforcement, scheduling, personnel relations, and other matters pertinent to the operation of the concession. The General Manager shall be resident at the Convention Center site, and he shall not have primary management responsibility for any site outside of Dade County.

The General Manager agrees to cooperate with all users of the facilities toward meeting all reasonable food service needs. The General Manager of the concession, or his representative, shall accept the decisions of the Convention Center Director as binding in matters of interpretation of this Agreement providing however that he may appeal any decision he disagrees with, in writing, within thirty (30) days of such decision, to the City Manager, and may appeal in writing the City Manager's decision to the City Commission within thirty (30) days of the rendition of the City Manager's decision.

Discussion of any contractual disagreements shall only be between a principal of the concession firm or his designated (in writing) representative and the Convention Center Director.

(B.) City Right to Approve General Manager. Should any vacancy occur in the position of General Manager, concessionaire will advise the City in writing fifteen (15) days in advance of hiring as to the identity and qualifications of any person whom the concessionaire intends to place in such vacant position. The Convention Center Director reserves the right, at his sole discretion, to disapprove any such selection. Such approval shall not be unreasonably delayed or denied.

(C.) Number of Employees/Entry. Concessionaire shall employ a sufficient number of employees to carry out the intent of this Agreement, and the Convention Center Director shall determine what number is sufficient. The Concessionaire shall be entitled to a reasonable number of employees who shall be permitted entry to the Convention Center provided that the number of such employees shall be approved by the Director. Concession employees shall be admitted to the Convention Center in accordance with regulations established by the Center. The Convention Center reserves the right to deny entry for good cause to its facilities, to any person employed by the Concessionaire, in the exercise of the concession contract.

D. Eligibility. The Concessionaire and any persons employed by it shall have never been convicted of any offense which constitutes a felony or any offense involving moral turpitude, theft, fraud, deceit or conversion. Lists of employees with their Address and Social Security numbers are to be submitted to the Director of the Convention Center after the commencement date and from time to time thereafter.

E. Uniforms and Identification. Concession employees shall at all times be neatly and cleanly uniformed at the sole cost and expense of the Concessionaire. Uniforms for employees shall be of a standard style and meet local sanitary laws, rules and standards prescribed for restaurant help. All employees must wear clean uniforms, devoid of advertising (unless advertising be approved in writing by the Miami Beach Convention Center Director) and with numbered badges, and other badges as required by the Convention Center Director, worn on the breast pocket at all times. Accurate records must be kept of the names and addresses of those to whom such badges are issued, to assure proper identification of employees at any time, as required by the Convention Center or any other government agency. Uniforms are subject to approval of Convention Center Director.

F. Character of Employees. Concession employees shall at all times reflect personal cleanliness. Unshaven, unkempt and unclean employees shall not be tolerated. The Concessionaire shall not employ any person or persons in or about the building or stand conducted by him who uses improper language or acts in a loud or boisterous manner and shall, upon request of the Convention Center Director immediately suspend or terminate any employee deemed unsuitable. Any employee so suspended or terminated shall not be re-employed by the Concessionaire at the Convention Center without the written consent of the Convention Center Director.

G. Training and Supervision. The Concessionaire shall thoroughly train and closely supervise all concession employees so

that they are aware of and habitually practice high standards of cleanliness, courtesy, and service. Further, the concessionaire will provide on the premises an Alcoholic Awareness Training Program. Such program is subject to approval of the Convention Center Director.

H. Transportation of Food, Beverages, etc. Powered vehicles will not be used as a method of transportation of food, beverages, etc. during events in the Convention Center.

13. Price and Quality of Merchandise.

A. Prices and Price Changes. Prices for items sold by Concessionaire shall be determined by the Concessionaire subject to the prior written approval by the City of Miami Beach Convention Center Director; provided, however, that any disapproval shall be reasonable and that reasonableness shall mean that prices charged shall be competitive with the prices charged for similar items in comparable facilities in the Dade County area. Any requests for changes in prices after the initial price assignments must be formally submitted in writing to the Convention Center Director at least forty-five (45) days prior to the requested effective date, for approval, except that original prices established shall be firm for ninety (90) days after commencement of contract. The City Convention Center Director shall respond to same within forty-five (45) days.

B. Price Signs. Product prices shall be prominently and permanently displayed on all stands and on vendor's equipment. The sign quality and the size of the letters shall be subject to the approval of the Director of the Convention Center. These signs shall denote the operator's company name.

C. Taxes. The Concessionaire will pay the State Sales Tax and Miami Beach Resort Tax and these will be included in the advertised prices when sales are at concession stands. Sales in bar, lounge or cafeteria or when controlled by sales checks, bills or invoices shall have the taxes added to the customer's sales

check, bill or invoice. All other taxes which may be lawfully imposed will be paid by the Concessionaire.

D. Substitutions and Additions. If the Concessionaire desires to offer for sale any articles not included in the price schedule, menu, and beer, wine and liquor list, then the Concessionaire may be allowed to do so after first obtaining written approval of the Convention Center Director to sell such articles, but in such case the Convention Center Director must approve the maximum price or prices at which said articles may be offered for sale. If the Concessionaire desires to substitute any article for an article listed in the schedule, written approval must be obtained from the Convention Center Director or his authorized representative as to the quality, amount and maximum price of such substituted article.

E. General. Upon request of the City, the Concessionaire shall submit a detailed price schedule, menu, and beer, wine and liquor price list, prior to commencement of operations or as requested by the Convention Center Director for all items he proposes to sell, showing size, weight, and sales price of each item. This includes items sold in the cafeteria, bar, concession stands, vendors, etc.

F. Quality. In addition to the price schedule, menu and alcoholic beverage list, the Concessionaire shall submit the name of the manufacturer of all items sold. No product of inferior quality will be permitted and all items to be sold will require the written approval of the Director. This requirement shall not be deemed to require the Concessionaire to rely exclusively on one seller or manufacturer's item, but several manufacturers or sellers may be used or the Concessionaires's original source may be changed in the interest of quality and competition. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Director during all times that the concession is in operation. Rejected merchandise shall be

immediately removed from the Center and shall not be returned for sale.

G. Concessionaire Initial Product List. Concessionaire's initial product list is attached hereto as Exhibit "G" and by reference made a part hereof. The Concessionaire shall provide product quality levels which meet or exceed the standards contained in Exhibit "G" throughout the term of this Agreement.

14. Alcoholic Beverages.

A. The Concessionaire agrees that alcoholic beverages shall not be sold at his stands or bars when a lessee of the Convention Center has made his lease with the understanding that alcoholic beverages will not be sold for all or for specified periods within his lease term of the facility. The Convention Center Director will give reasonable notice to the Concessionaire of any such restrictions required for a lessee of the Convention Center.

B. Wine, beer and other alcoholic beverages are to be offered for sale to the extent permitted by the applicable state and local laws and subject to regulations established by the Convention Center Director. (Example: No alcoholic beverages sold at wrestling events)

C. The Concessionaire hereby assumes joint responsibility for all liquor licenses held jointly by the concessionaire and the City of Miami Beach, to pay all fees and to keep such license in full force and effect and at the end of the concession agreement to turn back such license to the City of Miami Beach.

15. Observation of Laws.

A. Conformance to Code. In carrying out its operations, Concessionaire shall abide by and conform with the ordinances, resolutions, rules and regulations of the City of Miami Beach and Dade County. Moreover, any noise or odor from Concessionaire's operations shall not interfere with lessees' and patrons' enjoyment of the premises.

B. Non-Discrimination. There shall be no discrimination as

to race, sex, color, creed, or national origin in the operations referred to by this concession agreement; and further, there shall be no such discrimination regarding any use, service, maintenance, or operation of the premises. All facilities located on the premises shall be made available to the public, subject to the right of the Concessionaire to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.

C. Observance of Laws, Rules and Regulations. The Concessionaire shall at all times comply with all applicable laws, rules, regulations, and orders of the Federal Government, State of Florida, Dade County and City of Miami Beach.

16. Permits, Licenses, Taxes.

A. Licenses and Permits. The Concessionaire shall abide by all ordinances and laws pertaining to his operation and shall secure at his expense all licenses and permits necessary for the operation of the concession, except that the City of Miami Beach licenses will be issued without charge.

B. Taxes. The Concessionaire shall be responsible for and pay all Federal, County, State and local taxes arising as a result of Concessionaire's operations under this agreement.

17. Bonds and Insurance.

A. Performance Bond. Concessionaire shall provide a performance bond in the amount of Two Hundred Fifty (\$250,000.00) Dollars for the term of the contract, guaranteeing the faithful performance of all conditions contained in this concession Agreement and for prompt payment of contractual indebtedness. The form of the bond shall be approved by the City Attorney and shall be a corporate surety bond by a surety company licensed to do business in the state of Florida and rated A:X or better per Best's Key Rating Guide (latest edition). The Bond shall be submitted for approval no later than thirty (30) days prior to the commencement date of this Agreement.

B. Insurance. The Concessionaire shall keep in full force at all times insurance in compliance with the following requirements. Certificates of Insurance shall be submitted to the City Risk Manager for approval not less than ten (10) days prior to the commencement of the term.

C. Insurance Requirements. The Concessionaire shall be responsible for his work and work of his servants, employees or independent contractors and agents and every part thereof, and for all materials, tools, appliances and property of every description, used in connection therewith. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property wherever located, resulting from any action, omission or operation under the contract or in connection with the work, and the work of his servants and agents, employees and independent contractors.

The Concessionaire shall, during the continuance of the work under this contract, including extra work in connection therewith:

1. Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
2. Maintain General Liability Insurance to protect the Concessionaire in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. M&C or OL&T are required Included; Products and Completed Operations Included; Independent Contracts (O.C.P.) Included; Elevators Included; Supervision Exclusion Deleted; Personal Injury Liability Included. The minimum amounts of General Liability, Bodily Injury/Property Damage Insurance required shall be: One Million (\$1,000,000.00) Dollars single limit bodily injury and property damage combined each occurrence.

Endorsement. The general liability insurance coverage shall extend to and include within its provisions by endorsement, rider or otherwise, the following contractual indemnity and save harmless agreement:

"The Concessionaire hereby agrees to indemnify and save harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries (including death) to the public and all damage to property of others including costs of investigation, all expenses of litigation, including

reasonable attorney fees and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of any by the Concessionaire, his agents, servants, or employees, or through the mere existence of the project under agreement:

"AGREEMENT FOR OPERATION OF CONCESSION AT THE CITY OF MIAMI BEACH CONVENTION CENTER AND TOPA FOR A FIFTEEN YEAR PERIOD COMMENCING MARCH 1, 1987"

The Concessionaire shall take note of the Save Harmless Agreement contained in this contract, and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Save Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the Concessionaire will notify his insurance agent without delay of the existence of the Save Harmless Agreement contained within this contract, and furnish a copy of the insurance policy including the Hold Harmless Agreement to the City Risk Manager, City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139.

The City shall be named as additional insured on the general liability policies with proof to be provided to the City. This coverage is primary to all other coverages the City has on this contract only. The insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums, deductibles or assessments. The City Insurance Manager must receive thirty (30) days prior notice of non-payment of premiums, cancellation, or material modification of any and all insurance coverages.

3. Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work. The automobile liability coverage shall be: \$100/300,000.00 Bodily Injury and \$50,000.00 Property Damage each occurrence.
4. Maintain sufficient Fire and E.C. and Burglary Liability providing minimum coverage of \$50,000.00 for each occurrence for Concessionaire storage rooms and space assigned to the Concessionaire to cover property of the City and others in his care, custody and control.
5. Maintain Umbrella Liability including primary coverages.
6. Dram Shop Exclusion Deleted and Liquor Liability will be provided.
7. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement reflecting the save and hold harmless to the City from any Liability or damage whatsoever in accordance with the following endorsement which forms a part of this contract.
8. Certificates of insurance as required herein shall be delivered to the City Risk Manager by the Concessionaire with evidence of payment issued by the insurance company(ies) indicating payment of annual premium. Failure to comply with these insurance provisions shall be considered to be a breach

of contract.

D. Cross Liability. It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use or occupancy of the insured against whom claim is made or suit is filed.

E. Certificate of Insurance. On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The work "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

F. Out-of-State Resident Agents. When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

G. Deductible Policies. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. Any deductibles allowed in any policies issued on this contract are subject to the review and prior approval of the City's Risk Manager.

H. Supervision. Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the

project as to the end result. The Concessionaire shall assume all on the job responsibility as to the control of his own employees, servants, and agents.

I. Contracts. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. Concessionaire shall be fully responsible to the City for the acts and omissions of the subcontractor(s) and of persons employed by them as he is for acts and omissions of persons directly employed by him.

J. Protection. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Concessionaire during the term of the contract, and the Concessionaire shall be held responsible for any damage to the property occurring by reason of his operation on the property.

18. Hold Harmless Clause. The Concessionaire hereby expressly waives all claims for loss or damage sustained by the Concessionaire resulting from fire, theft, vandalism, water, hurricane, wind, tornado, civil commotion, riots, Acts of God and similar occurrences, and Concessionaire hereby expressly waives all rights, claims and demands and further releases and discharges and holds harmless the people of the City of Miami Beach, Florida, and its officials and employees from all demands, claims and actions or causes of action arising from any of the aforesaid causes unless caused solely by the City's own negligence or that of its agents or employees; but any liability of the City shall be limited to the extent of the City's insurance coverage, if any, or to the extent allowed by §768.28, Fla. Stat. (1985), whichever is less, providing, however, that the Concessionaire shall first claim and exhaust its own insurance coverage and insurance coverage of City's lessees, if applicable.

19. Concession Records and Audits.

A. Records and Auditing. The Concessionaire must maintain during the term of the lease, all books of account, reports and records which must include register tapes customarily used in this type of operation in accordance with generally accepted accounting practices and standards. The form of all the records, reports, and operating controls will be subject to the written approval of the City's Internal Auditor. Written recommendations by the Internal Auditor for changes, additions or deletions in accounting practices, reporting, or controls shall be promptly complied with by the Concessionaire when requested. The auditors of the City must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to the operations and will use their best efforts to not unnecessarily interrupt the business operations of the Concessionaire. Such bookkeeping records shall be kept separately and apart from any other business or businesses the Concessionaire may be involved in. Records must be available locally within Dade County and must be maintained during the term of this contract. A monthly statement of gross receipts under oath and other supporting reports as detailed in Exhibit H of this Agreement must be submitted to the Convention Center Director by the 15th day of each month. An annual CPA certified statement of gross receipts must be submitted within sixty (60) days after each fiscal year.

The Concessionaire shall establish a separate commercial account at a bank within Miami Beach, Florida, agreeable to the City of Miami Beach, independent from any other accounts, which shall be exclusively used for all gross receipts involved in the Concessionaire's Convention Center operation. The City shall have the right to audit the Concessionaire's books and records relative to this agreement for three years following its expiration.

B. Cash Collection. The Concessionaire must provide and use

cash registers in all permanent and portable stands, operations, restaurant, bars, cafeteria, etc. Such cash registers, and controls over cash registers must have the prior written approval of the City's Internal Auditor. Inventory control systems to determine sales must also have the prior written approval of the Internal Auditor.

The Concessionaire will not permit any of its employees (with the exception of hawkers and moving vendors) to make change from anything other than properly operated and approved cash registers as approved by the City's Internal Auditor.

20. Rental Payments.

A. Consideration. For the exclusive right to operate the food, beverage and catering concessions in the City of Miami Beach Convention Center complex and City of Miami Beach Theater of the Performing Arts, the Concessionaire expressly agrees to pay to the City (in addition to the general construction support payment and the investment in furnishings, fixtures and equipment) the following monetary consideration, whichever sum may be greater:

Minimum Annual Rental

Three Hundred Thousand (\$300,000.00) Dollars until the Convention Center Expansion is substantially complete per the Architect's plans (Both new east side and existing west side substantially completed and available for use by Convention Center lessees.) After the Convention Center Expansion is complete Five Hundred Thousand (\$500,000.00) Dollars.

OR

Percentage Rentals

Twenty-five (25%) per cent of all gross receipts for concession sales, and miscellaneous sales; and

Ten (10%) per cent of all gross receipts for catering sales; and

Twenty-five (25%) per cent of all gross receipts for sales of alcoholic beverages; and

Ten (10%) per cent of all gross receipts for cafeteria sales; and

Ten (10%) per cent of gross receipts for sales of tobacco products.

B. Sum Payable to the City. The Concessionaire shall, on a monthly basis, forward to the City c/o its Convention Center Director, 1901 Convention Center Drive, Miami Beach, Florida 33139 the agreed upon consideration set forth in Section 20A herein, which will be the greater of the percentage of gross receipts or the prorated portion of the minimum annual guarantee of payment. Said consideration shall be paid in cash with United States currency, cashier's check, certified check, or the Concessionaire's company check, no later than the fifteenth (15th) day of each month for the preceding month, and said payment shall be accompanied by a statement of gross receipts for the preceding month. Payments due by the fifteenth (15th) day of each month shall be considered delinquent and in arrears if not delivered by 5:00 p.m. on the 15th day of each month. Should the 15th day of a month fall on a weekend or holiday, the Concessionaire's payment and statement under oath of gross receipts shall be due by the City's last business day prior to the 15th of that month. Any adjustment due to the parties as a result of the annual guaranteed payment shall take place within thirty (30) days after the end of each agreement year. It is also understood that the Florida State Sales and Use Tax on rental payments shall be added to the Concessionaire's payment of its consideration to the City and forwarded to the City as part of said payments. It is the intent of the City that it is to receive the consideration from the Concessionaire specified in Section 20A herein, as net, free and clear of all costs and charges arising from or relating to Concessionaires operations, excluding those costs relating to City's obligations hereunder and that 1/12 of the minimum guaranteed annual payment or percentage of gross receipts, whichever is greater, be paid monthly. Although payable monthly, rent hereunder is to be computed on an annual basis. At the end

of the year, if the amount which has been paid by the Concessionaire exceeds the annual guarantee or the agreed upon percentage of gross receipts, whichever is greater, the Concessionaire shall be entitled to a rent credit for such excess.

C. Gross Receipts. The term "gross receipts" as used herein, shall mean all monies paid or payable to the Concessionaire for sales made or services rendered at or from the premises or from any other source related directly or indirectly to this concession, whether collected or uncollected, whether for cash or for credit, provided however, that any sales or resort taxes imposed by City, County, State or Federal law and paid by purchaser of any item sold by Concessionaire or any other authorized service or activity of the Concessionaire directly payable to a taxing authority shall be excluded from the computation of "gross receipts," and any commission to supplier or lessee shall be excluded from gross receipts provided that such supplier or lessee contract shall be subject to the prior approval of the Convention Center Director. Gross receipts from wardrobe checking shall be excluded from gross receipts for computation of percentage rentals.

All cash shortages are to be absorbed by the Concessionaire and are not to be deducted from gross receipts. Bad debts, returned checks and charges for returned checks are also not to be deducted from gross receipts.

Any sales made by the Concessionaire at cost, or gratuities received by the Concessionaire, may be excluded from the computation of gross receipts only if substantiating documentation is provided. In addition, any and all "sales at cost" must have the prior written approval of the Convention Center Director before any such sale is made. For "sales at cost", the required documentation must include both the invoice issued to the Concessionaire by the vendor as well as the invoice issued by the

Concessionaire to the lessee or exhibitor. Any gratuities deducted from gross receipts must be supported by the Concessionaire's invoice showing the amount of the gratuity billed to the lessee or exhibitor along with the Concessionaire's proof of disbursement to his employee(s) in the form of a signed acknowledgment of receipt. If this documentation is not provided, all such amounts will be considered included in the computation of gross receipts.

Other items such as reimbursements, refunds, purchase discounts or rebates, and employee loan payments are not to be included as gross receipts or comingled with records of gross receipts.

D. Payments. Checks shall be made payable to the City of Miami Beach and shall be forwarded to the office of the Director of the Convention Center, unless otherwise directed in writing by the Convention Center Director. There will be a penalty of 5% for late or delinquent payments, along with simple interest accruing to the City at the maximum rate allowed by law.

E. Reports. A sworn monthly report of gross receipts and other supporting information shall be submitted to the Director of the Convention Center along with the check by the 15th of each month. This report package can be in the form developed by the Concessionaire but must have the prior approval of the Director of the Convention Center and the City's Internal Auditor. The following minimum report information must be provided. Approved report forms are included in this Agreement as Exhibit "H".

1. Monthly Report of Gross Receipts
2. Monthly State Sales and Use Tax Return

The following documentation must be maintained by the Concessionaire and be available to the Convention Center Director and the City's Internal Auditor for copying, inspection and review during the Concessionaire's business hours.

1. Daily Inventory Reports by stand or sales location indicating the specific types of products sold including tobacco and alcoholic beverages sales.
2. Daily Sequentially Prenumbered Receiving Reports and

supporting vendor documentation indicating description and quantity of goods received.

3. Daily Cash Register Tapes to support cash collections.
4. Daily Validated Bank Deposit Slips.
5. Copies of all Catering Contracts and copies of all other invoices issued by the Concessionaire for goods or services that are included in "gross receipts". Photocopies of payment checks shall be attached to the invoices; where payment has been made in cash, the person making payment to the Concessionaire shall sign the applicable invoice acknowledging the amount paid.

F. "MONTH" DEFINED. Whenever the term "month" is used in this paragraph that term shall refer to Concessionaires 4-4-5 method of accounting.

21. Hurricane and Emergency Preparations. In the event of a hurricane or other natural disaster or emergency the Concessionaire shall be required to be able to provide the following:

For a three day period without electricity and water available from normal utility services, food, drink and drinking water for 1400 people (three meals a day). Part or all of each meal to be heated with hot beverages to be available with each meal. One half of the meals (700) to be high energy producing and 50% larger than the standard meal. One half of the meals to be standard and provide normal daily caloric intake.

The concessionaire is to provide food, beverages, utensils, equipment and supervisory staff for such operations.

The concessionaire will be required to provide to the City, for the City's review and approval, a menu using the concessionaire's normal inventory plus items normally used by the concessionaire that the concessionaire can assure delivery to the Convention Center within twenty four hours after order.

All documented costs of supplies, food, labor and materials used during a hurricane alert or warning, will be repaid to the Concessionaire by appropriate governmental agencies. The

Concessionaire will be responsible for bearing all costs of possible extra inventory levels, preparation and planning.

22. Notices.

A. All notices required to be given to the City shall be mailed to the following addressees. The original notice shall be given to the City Manager, City of Miami Beach, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139. Copies of the notice shall be additionally sent to the Contract Administrator, City of Miami Beach Purchasing Division, Second Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139, to the Convention Center Director, City of Miami Beach, 1901 Convention Center Drive, Miami Beach, Florida 33139 with a copy to the City Attorney, 1700 Convention Center Drive, Miami Beach, Florida 33139.

B. All notices to be given the Concessionaire shall be mailed to President, Recreation Services, Service America Corporation, 88 Gate House Road, P.O. Box 10203, Stamford, Connecticut 06904 unless the Concessionaire shall notify the City in writing of a change of address, to General Counsel, c/o Allegheny Beverage Corp. Allegheny Circle, Cheverly, Md. 20781 and to David H. Nevel, Esq., 407 Lincoln Road, Miami Beach, Florida 33139.

C. The parties may designate other persons whom they wish to receive notices mailed pursuant to this section by giving the other party written notice of such additional or alternate addressees.

D. All notices shall be in writing and by certified or registered mail, and shall be effective when mailed.

23. Assignments of Contract.

A. Assignment of Concession Agreement. To insure continuity of management, the Concessionaire shall not assign, transfer, sell, convey or otherwise dispose of this concession or any part therein or its right, title or interest therein or its power to

execute the same to any other person, entity, company or corporation without the previous written consent of the City of Miami Beach Commission, expressed by passage of an enabling resolution, which consent may be withheld in the absolute discretion of the City.

Should the Concessionaire assign, transfer, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may at its discretion cancel the contract; and all rights, title and interest of the Concessionaire shall therein cease and terminate, and the Concessionaire shall be declared in default.

B. Sub-Contractors. Concessionaire shall not permit any laborer's, mechanic's, or materialman's lien or liens to be placed upon the improvements on the City of Miami Beach premises by any laborer, supplier, materialman, contractor or sub-contractor employed by the Concessionaire during the term of this agreement or during the period of installation by Concessionaire of improvements and facilities; and Concessionaire agrees promptly to discharge or cause to be discharged any such lien or liens attaching to the said improvements, or, if in default therein for thirty (30) days after written notice thereof from City of Miami Beach, Concessionaire shall remit as additional payment any amount or amounts paid by the City of Miami Beach, including reasonable attorney's fees and expenses in causing the removal of such lien or liens. Nothing herein contained, however, shall require City of Miami Beach to discharge such lien or liens, except at its own discretion.

C. Relationship of City/Concessionaire. It is expressly understood and agreed by and between City of Miami Beach and Concessionaire that the City of Miami Beach is not a partner or joint venture of Concessionaire except as to the possibility in the State liquor license, that the parties hereto are not engaged in a partnership or joint venture and that the City of Miami Beach

is expressly excluded from any liability for debts or any other obligations of Concessionaire, including, but not limited to, any and all tax liabilities, and contractual or other indebtedness, the relationships of the parties hereto being strictly that of owner and Concessionaire.

D. Public Facilities Authority. Concessionaire understands that the City has been discussing with Dade County and other municipalities within Dade County, the possibility of forming a Public Facilities Authority ("PFA"), whereby the Convention Center and/or the Theater of the Performing Arts (TOPA) may be conveyed to the PFA as a body separate and apart from the City, with the PFA assuming all the rights and obligations pertaining to the Convention Center and/or TOPA. Concessionaire agrees that City shall have the full and complete rights to convey the above described facilities to any such PFA, or similar body, or any other entity, whether private or public, without prior approval from Concessionaire, provided that:

A. Any such conveyance shall be subject to this Agreement; and

B. the transferee shall assume the rights and responsibilities of City under this Agreement.

24. Defaults.

A. Default by Concessionaire. Should Concessionaire at any time violate any conditions of this agreement or fail to comply with any of the Concessionaire's obligations hereunder, and should such violation or failure persist for thirty (30) days after written notice thereof given by the City of Miami Beach to Concessionaire, or should Concessionaire fail to make required payments or other charges punctually when due and such failure to pay should persist for ten (10) days after notice to Concessionaire of such failure, or upon the filing by or against Concessionaire or the Performance bond surety (and failure to replace the performance bond within thirty (30) days) of a bankruptcy, receivership, assignment for the benefit of creditors,

liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding, the City of Miami Beach shall have the right to immediately cancel this agreement without putting Concessionaire in default; Concessionaire to remain responsible for all damages or losses suffered by City of Miami Beach, Concessionaire assenting thereto and expressly waiving the legal notice to vacate said premises. Failure strictly and promptly to enforce these conditions shall not operate as a waiver of City of Miami Beach's rights and remedies, City of Miami Beach expressly reserving the right always to enforce payments and other legal remedies, or to terminate this agreement regardless of any indulgence previously granted.

B. Abandonment. If the said premises shall be vacated or abandoned by Concessionaire during the term of this agreement for a period of two (2) Convention Center business days, the City of Miami Beach may at its option and without serving notice elsewhere required in this agreement: (a) take immediate possession thereof for the remainder of the said term, and, at its discretion, re-bid the contract. Concessionaire remaining liable for the unpaid balance of the payments herein provided, and for all other obligations under this agreement to the same extent as if said abandonment had not taken place; or (b) cancel this agreement.

C. Quality Defaults. The Convention Center Director has the sole authority to make determination of quality defaults and to advise Concessionaire of such default through written notice.

25. Termination. If the Concessionaire is in default pursuant to Section 24 hereof, the City may terminate this Agreement and revoke the privilege of the Concessionaire to come upon the City's property for purposes of which this Concession was granted and may oust and remove all parties who may be present upon or occupying any part of the premises for the purpose of exercising any rights so revoked, in accordance with the procedures set forth in Section 24. In the event of termination of

this agreement by City or abandonment by Concessionaire, Concessionaire shall thereby waive and forfeit all its investment in FF&E and all general construction support payment, whether or not disbursed. In the event that this Agreement is terminated prior to the expiration of the initial term or Concessionaire abandons the premises, and Concessionaire thereby forfeits its FF&E and general construction payment, then City shall use its best efforts to re-bid the contract, in substantially the same manner as the bidding process for this Agreement, subject to then prevailing market conditions. City shall pay over to concessionaire any payment received from the new Concessionaire for the undepreciated FF&E and/or general construction support payment, less any and all expenses incurred and/or losses suffered by City, including future percentage rental losses, resulting from the default or abandonment.

26. Administrative Dispute Resolutions. All claims, disputes, controversies and other matters in question between the Concessionaire and the City arising out of or relating to or accruing by virtue of the contract and bid documents or the breach thereof, or the services being performed by the Concessionaire hereunder, shall be decided by the City Manager, with the right of appeal by requesting the same in writing to the City Commission.

27. City Manager Discretion/Action. All matters not specifically set forth in this Agreement will be within the reasonable discretion of the City Manager (or his duly authorized designee, the Convention Center Director, as appropriate) to be resolved in the manner set forth in this contract. Whenever in this Agreement the City Manager or his designee is required to take any action, such action shall be taken reasonably and within a reasonable period of time.

28. RFP & Proposal Incorporated by Reference. RFP No. 75-85/02, together with all amendments thereto, and the Concessionaire's Proposal in response thereto are hereby incorporated by reference into this agreement. In construing the

rights and obligations between the parties, the order of priority in case of conflict between the documents shall be as follows:

- (1) This Agreement
- (2) The Exhibits to this Agreement
- (3) Any exceptions to the RFP contained in the Concessionaire's Proposal which are specifically stated as exceptions, if any
- (4) The RFP
- (5) The Concessionaire's Proposal

29. Closure of the Convention Center by Force Majeure. In the event that the City intentionally closes the entire Convention Center (that is, does not offer the Convention Center for lease to prospective lessees) for a period in excess of forty-five (45) days, or if the entire Convention Center is closed by an Act of God ("Force Majeure") such as hurricane, flood tornado or other casualty beyond the control of the City or Concessionaire for a period in excess of forty-five (45) days, then in such event the rent shall be abated and term extended for the period of closure, provided, however that:

a) Concessionaire gives the City prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;

b) the rent abatement and extension of term shall be of no greater scope and of no longer duration than is required by the Force Majeure;

c) no obligations of Concessionaire that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

d) Concessionaire uses its best efforts to remedy its inability to perform.

Labor disputes with Concessionaire's employees or Concessionaires suppliers' employees will not constitute a Force Majeure. This Force Majeure Section shall not apply to TOPA. Concessionaire specifically acknowledges that City is in the process of remodeling TOPA, and that in the process of remodeling, all or part of TOPA may be closed for extended periods.

30. Miscellaneous Provisions.

A. Venue. Venue in all proceedings arising out of this concession Agreement or the Concessionaire's operations to which the City is a party, shall be in courts within Dade County, Florida.

B. Landlord's (City) Lien. In accordance with Florida Statute 83.08, as amended, the City shall have a lien for unpaid rent upon all property of the Concessionaire (lessee), his sublessees or assigns, usually kept on the premises.

C. Summary Eviction Procedure. If only the right to possession of the premises is involved and only if any damages do not exceed County Court jurisdiction, the Concessionaire agrees to allow the City to employ summary eviction procedure pursuant to 51.011, Florida Statutes, as amended.

D. Entire Agreement. This Agreement represents the entire and integrated Agreement between the City and Concessionaire and supercedes all prior negotiations, representation or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Concessionaire utilizing the same formalities as were used for the adoption of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their corporate seals to be affixed, attested by their witnesses and the City Clerk this 17th day of December, 1986.

CITY OF MIAMI BEACH

By Alex Daoud
Mayor

Attest:

Elaine M. Baker
City Clerk

SERVICE AMERICA CORPORATION

By Gary L. Howarth
President -
Recreation Services

Attest:

[Signature]
Senior Vice President-Finance & Administration
PNB/lsc:3 12/15/86
12/10/86

FORM APPROVED

LEGAL DEPT.

By [Signature]

Date 12/17/86

orig

CONVENTION CENTER CONCESSION AGREEMENT
LIST OF EXHIBITS

- "A"** **Concessionaire Proposal "B"**
- "B"** **Intentionally Omitted**
- "C"** **Equipment Presently owned by Concessionaire and in use
at the Convention Center**
- "D"** **Irrevocable Standby Letter of Credit**
- "E"** **City owned equipment included in Agreement**
- "F"** **Equipment and Furnishings Maintenance Standards**
- "G"** **Product Price and Quality Standards**
- "H"** **Required Reports**

CONVENTION CENTER CONCESSION AGREEMENT

RFP NO. 75-85/02

CITY OF MIAMI BEACH

PROPOSAL

B

For the exclusive right to operate the Food, Beverage, and Catering Concession in the City of Miami Beach Convention Center Complex for a fifteen (15) year period per the foregoing specifications, the undersigned agrees to pay to the City of Miami Beach:

I. CAPITAL IMPROVEMENTS/EQUIPMENT/FURNISHINGS/FINISHING:

The undersigned agrees that the dollar amount shall be as follows:

1. Investment in finishing, furnishings and furniture and equipment in the
Two million, three
amount of hundred thousand (\$ 2,300,000.00) dollars.
dollars
(Minimum amount of 1.8 Million (\$1,900,000.00) dollars.)

II. GUARANTEED ANNUAL RENTAL PAYMENT:

1. From execution and until the planned Convention Center expansion is complete Three Hundred Thousand (\$300,000) Dollars per year.
2. When the expanded Convention Center is substantially complete and occupied (both new East side and existing West side occupied), Five Hundred Thousand (\$500,000) Dollars per year.

*** OR WHICHEVER IS GREATER ***

III. PERCENTAGE RENTALS: An amount equal to indicated percentages of all gross receipts, (except sales taxes), derived from that category, payable monthly, irregardless of seasonal variations and without annual adjustment, as follows:

1. CONCESSION SALES	30.6	%
2. CATERING SALES	15.0	%
3. SALE OF ALCOHOLIC BEVERAGES	30.6	%
4. CAFETERIA SALES	15.0	%
5. TOBACCO PRODUCTS	10.0	%

RFP NO: 75-85/02

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EXHIBIT "A"

Page 1 of 1

CONVENTION CENTER CONCESSION AGREEMENT
EQUIPMENT PRESENTLY OWNED BY CONCESSIONAIRE

INVENTORY

OWNER: SERVICE AMERICA CORPORATION

INVENTORY DATE: PER START OF CONTRACT PERIOD - MARCH 1, 1985
INVENTORIED BY: INVDICES SUBMITTED TO CONVENTION CENTER ADMINISTRATION BY SAC

QTY	DESCRIPTION	DATE ACQUIRED	VENDOR NAME	COST
120	BURGUNDY WRAPAROUND APRONS #209804	02-85	ANGELICA UNIFORM	1,794
1	CASH REGISTER MODEL BTS-1700	02-85	CONNECTICUT CASH REGISTER	11,347
15	CASH REGISTERS - Model 2100	02-85	CONNECTICUT CASH REGISTER	18,935
15	CUSTOMER DISPLAY CASH REGISTERS	02-85	CONNECTICUT CASH REGISTER	1,500
2	8" X 8" L-SHAPE HOT DOG & SODA UNITS	03-85	PECUNIAN CORP	23,372
1	8" X 8" L-SHAPE DELI & SODA UNITS	03-85	PECUNIAN CORP	11,136
2	7' CABINET CART/CONTINENTAL BREAKFAST	03-85	PECUNIAN CORP	10,298
1	8' KIOSK/ICE CREAM	03-85	PECUNIAN CORP	5,318
2	8' KIOSKS/UTILITY STYLE UNEQUIPPED	03-85	PECUNIAN CORP	10,336
1	8' KIOSK AND 8' CREDENZA/PIZZA	03-85	PECUNIAN CORP	8,693
4	REFRIGERATORS MODEL A06CA	03-85	DELFIELD, CO	2,133
3	BILT-IN 20R FOOD WARMERS MODEL RV-26	03-85	WELLS MFG CO	1,869
2	BILT-IN GRIDDLES MODEL G-136 W/SPLASH GUARDS	03-85	WELLS MFG CO	1,114
2	HOT DOG GRILLS MODEL G-42-5	03-85	CONNOLLY ROLL-A-GRILL CORP	1,905
1	ELECTRIC WARMING PAN MODEL WH-2	03-85	ATLAS METAL INDUSTRIES	342
2	JET SPRAY JET BARK DISPENSERS MODEL JS-7	03-85	JET SPRAY CORP	770
2	DISPLAY WARMERS MODEL FS-1X	03-85	MATCO CORP	1,631
120	LIQ-TROL DISPENSERS EM 500 W/ADAPTOR	03-85	INVENTORY CONTROL SYSTEMS	3,300
12	MOBILE ICE CARTS CODE 1C225P DARK BROWN	03-85	CAMRGO MFG CO	1,795
8	COFFEE CONTAINERS CODE 50ALCD DARK BROWN	03-85	CAMRGO MFG CO	564
4	ELECTRONIC CALCULATORS MODEL 2125	03-85	HORRDE SYSTEMS FOR BUSINESS	672
8	ROLL AND FOOD WARMERS MODEL RV-2	03-85	WELLS MFG CO	5,248
16	HOT DOG GRILLS MODEL G42S	03-85	ROLL-A-GRILL CORP	7,942
4	21"X6" GLAZIER WHITE LO34	03-85	SNAP-BRAPE INC	9,907
12	21" GLAZIER WHITE LO34	03-85	SNAP-BRAPE INC	149
5	13"X6" AUSTRIAN VALANCE RED	03-85	SNAP-BRAPE INC	819
2	MOBILE CARRIES	03-85	SNAP-BRAPE INC	219
20	SKIRT MATES (HANGERS)	03-85	SNAP-BRAPE INC	175
1	XEROX MODEL 2030	03-85	XEROX	51
1	XEROX DELUXE STAND	03-85	XEROX	2,130
252	BUM PANS 18X26X18	03-85	CHICAGO METALLIC PRODUCTS	226
6	STOCK POTS MODEL 4315 60 QT	09-85	LINCOLN MFG CO	1,109
15	BACKS FOR 18X26 MODULES MODEL 7602	09-85	LINCOLN MFG CO	400
				4,155

EXHIBIT "C"

CONVENTION CENTER CONCESSION AGREEMENT
EQUIPMENT PRESENTLY OWNED BY CONCESSIONAIRE

QTY	DESCRIPTION	DATE ACQUIRED	VENDOR NAME	COST
792	PLAIN WHITE DESSERT CHINA PLATES	09-85	BUFFALO CHINA	550
2304	RESTAURANT FORKS - CLASSIC HARMONY	09-85	ONEIDA SILVERSMITHS	605
420	DINNER KNIVES - CLASSIC HARMONY	09-85	ONEIDA SILVERSMITHS	242
900	TEASPOONS - CLASSIC HARMONY	09-85	ONEIDA SILVERSMITHS	156
20	PLASTIC THERMOS CONTAINER BEIGE /500LCD	09-85	CANARD MFG CO	1,405
100	COFFEE THERMOS COFFEE POTS /640TS BROWN	09-85	CANARD MFG CO	1,990
192	HARD PLASTIC BOWLS /31 FRUIT CUP	09-85	CANARD MFG CO	136
24	BUS PANS 12"x18" /1520 GRAY	09-85	CANARD MFG CO	50
72	WAITRESS TRAYS CORX SURFACE ROUND BROWN	09-85	CANARD MFG CO	269
24	SERVING SPOONS SLOTTED 13" /46976	09-85	VOLLRATH CO	30
24	SERVING SPOONS SOLID 13" /46973	09-85	VOLLRATH CO	30
42	STEAM TABLE PANS 6"	09-85	VOLLRATH CO	670
30	STEAM TABLE PANS 4"	09-85	VOLLRATH CO	329
36	STEAM TABLE PANS 2"	09-85	VOLLRATH CO	255
250	WEAREVER SHEET PANS 18"x126"	09-85	WEAREVER	1,907
15	WEAREVER 60 QT STOCK POTS	09-85	WEAREVER	400
6	WEAREVER SHEET PATROLLEY 6' HIGH 20 SLOTS	09-85	WEAREVER	2,610
6	PORTABLE HOT CARTS	09-85	CARTER-HOFFMAN CORP	13,434
4	ICE MAKERS AIR COOLED HALF-CUBE SIZE FAHM	10-85	MANITOUNC	5,472
4	ICE BINS W/606 LEGS FAHM	10-85	MANITOUNC	1,710
2	ICE MAKERS AIR COOLED HALF-CUBE SIZE FAHM	10-85	MANITOUNC	5,130
2	ICE BINS MODEL /EY-1104N BEIGE	10-85	FOLLETT CORP	2,130
3	CONCESSIONAIRE MOBILE BEER UNITS W/FAUCETS	10-85	PERLICK CORP	6,446
4	DISPLAY WARMERS	10-85	WATCO CORP	3,141
2	JUICE DISPENSERS MODEL /JT-20	10-85	JETSPRAY	1,230
3	WINE DISPENSERS MODEL /BWJ	10-85	MOBLAKE INC	1,890
2	HOT DOG ROLL-A-GRILLS W/SILVERSTONE ROLLERS	10-85	CONNELLY ROLL-A-GRILL CORP	2,650
2	SANITARY GUARDS MODEL /A-706	10-85	CONNELLY ROLL-A-GRILL CORP	300
12	MOBILE ICE BINS MODEL 250	10-85	LAKESIDE MFG INC	6,356
4	MICROWAVE OVENS MODEL LC-10-EVP	10-85	LITTON MICROWAVE	3,230
12	ALUM TRAYS 19X24 /A40-7040	03-85	GEN HOTEL & RESTAURANT SUPPLY	570
14	ALUM TRAYS 17X22 /A40-7046	03-85	GEN HOTEL & RESTAURANT SUPPLY	601
1	THRU-THE-WALL BEER SYSTEM	11-85	PERLICK CORP	323
1	UTILITY LOCKER MODEL 8204	11-85	PERLICK CORP	2,313
1	TITAN ELECTRIC OFFROAD BURDEN CARRIER MODEL 336	11-85	CUSHMAN	5,127
1	ELECTRIC EXECUTIVE OFFROAD CARRIER	11-85	CUSHMAN	3,778
3	SOFT SERVE FREEZERS DOUBLE FLAVOR MODEL UF-832	11-85	COLMELITE CORP	37,505

CONVENTION CENTER CONCESSION AGREEMENT
EQUIPMENT PRESENTLY OWNED BY CONCESSIONAIRE

QTY	DESCRIPTION	DATE ACQUIRED	VENDOR NAME	COST
1	MOBILE PIZZA OVEN UNIT MODEL P-44	11-85	BAKERS PRIDE OVEN CO INC	2,524
8	POPCORN DISPLAYS MODEL PCI MODIFIED	11-85	HOT FOOD BOXES INC	4,056
1	CONDENSATE EXHAUST HOOD CEILING MTD EXHAUST TOP	11-85	STANLEY KNIGHT CORP	501
1	COPYER MACHINE MODEL RL7172	11-85	HOMER	2,494
6	COPY CENTER CABINET	11-85	HOMER	169
1	RADIOS W/DIGITAL PRIVATE LINE	11-85	MOTOROLA	3,487
1	SIX UNIT DESKTOP 1 HR RAPID CHARGER	11-85	MOTOROLA	606
12	COMBINATION WALK-IN REFRIGERATOR/FREEZER STUCCO	10-85	V.A. BROWN & SONS INC	8,455
16	18"x48" METROSEAL SHELVES MODEL 1860HK	11-85	INTERMETRO	389
8	18"x48" METROSEAL SHELVES MODEL 1848HK	11-85	INTERMETRO	446
	18"x42" METROSEAL SHELVES MODEL 1842HK	11-85	INTERMETRO	202

03/05/86

CONVENTION CENTER CONCESSION AGREEMENT

IRREVOCABLE DOCUMENTARY CREDIT NUMBER _____

APPLICANT

BENEFICIARY

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

AMOUNT

U.S.\$ 2,300,000.00

Dear Sir(s):

EXPIRATION DATE

We hereby establish in your favor our Irrevocable Letter of Credit Number _____ which is available for payment of your drafts at sight, drawn on the [Name of Bank] and bearing the clause: "DRAWN UNDER [NAME OF BANK] CREDIT NUMBER _____" at our Letter of Credit Department at 1700 Convention Center Drive, City of Miami Beach, Florida, and accompanied by your signed written statement reading as follows:

"We hereby certify that the amount of this drawing is due us in accordance with the Agreement dated _____ between the City of Miami Beach and Service America Corporation because Service America Corporation is in default in the performance of its obligation in Section 6 of the aforesaid agreement.

It is a condition of this Credit that it shall be deemed to be automatically extended for a period of one year from the present or any future expiration date unless we shall notify you by written notice mailed at least 30 days prior to such expiration date that we elect not to renew for such additional period. In the event we elect not to renew, the amount of this Credit is available for payment of your drafts at sight, drawn on the [Name of Bank] and bearing the clause "DRAWN UNDER [NAME OF BANK] CREDIT NUMBER _____."

We hereby engage with you that your drawings in conformity with the terms of this Credit will be duly honored on presentation.

This Credit shall be transferable by the Beneficiary without additional charge.

**This Documentary Credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 revision) International Chamber of Commerce (Publication No. 400).

[NAME OF BANK]

For Cashier

For Cashier

EXHIBIT "D"

Page 1 of 1

CONVENTION CENTER CONCESSION AGREEMENT

CITY OWNED EQUIPMENT

Item/ FURNITURE	Description	Location	Quantity	Tag#	Unit Cost	Total Cost
1	Movable Stools	Cafeteria	46	0002	\$ 37.50	\$ 1,725.00
2	Chairs w/casters	"	38	0003	75.00	2,850.00
3	Chairs, Bamboo	"	216	0004	35.00	7,560.00
4	Tables 26 x 30	"	26	0005	15.00	390.00
5	Tables 42 round	"	28	0006	15.00	420.00
6	Tables 32 x 32	"	14	0007	15.00	210.00
7	Tables 24 x 24	"	12	0008	15.00	180.00
8	Tables 27 x 27	"	4	0009	15.00	60.00
9	Tables 24 x 48	"	6	0010	15.00	90.00
10	34" Round Concession Condiment Tables	"	14	0012	55.00	770.00
11	Barrettes	"	8	0012	45.00	360.00
BAR EQUIPMENT						
12	McCann 6 button hose valves	Lounge	6	0021	NV	NV
13	Selmix Carbonators	"	3	NT	NV	NV
14	High Pressure Regulators	"	2	NT	NV	NV
15	Low Pressure Regulator	"	1	NT	NV	NV
16	Two product 10 x 15 Alum. cold plates	"	6	NT	216.67	1,300.00
17	Sunbeam mile high model B-600-A-48	Various	13	0062	1,250.00	16,250.00
18	Sunbeam mile high model SBC 1000	Kitchen	2	0063.65	550.00	1,100.00
19	Sunbeam mile high model A-100	"	2	0064	1,600.00	3,200.00
20	Sunbeam mile high model B-1000	"	1	0066	750.00	750.00
21	Sunbeam mile high model SFB-10000	"	0	0067	600.00	
22	Sunbeam mile high model MST	"	0		100.00	
23	5 year warranty compressors	Kitchen	13	NT	7.00	91.00
24	5 year warranty compressors	"	3	NT	7.00	21.00
25	Giant elec popping plants #GS 32 EP	Office	2	0098.99	875.00	1,750.00
26	Schlitz taps #7415	Various	14	NT	NV	
27	Cushman cart #30275	Moveable/varies	1		1,550.00	1,550.00
28	Cushman cart #30675	"	0		1,250.00	
29	Natl Vendors Crown line cig mach	Various	4		450.00	1,800.00
Other Equipment						
30	Natl Vendors cabaret cig mach	"	2	0769	450.00	900.00
31	Bertel meat slicer #B18	Kitchen	1	0816	660.00	660.00
32	D-85739-ARS-10-2A Fire safety equip	"	1	0838	665.00	665.00
33	Electronic security system-camera, monitors phones	Various	1	0094	13,225.00	13,225.00
34	B' extravaganza fountain	Office	1	0035	630.00	630.00

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CONVENTION CENTER CONCESSION AGREEMENT
CITY OWNED EQUIPMENT

Item#	Description	Location	Quantity	Tag#	Unit Cost	Total Cost
35	RJ600 Curtiss elec urns 6 gal	Stands	4	0825	\$ 475.00	\$ 1,900.00
36	RJ1000 Curtiss elec urns 10 gal			0798		
37	Marlboro coffee urn	Kitchen	1	0778		
38	Formica serv cab ice bin, sink		0	0759	100.00	100.00
39	Formica faced underbar cab	Bar	2	0090	290.00	290.00
40	Stainless hand sink	"	1	NT	200.00	400.00
41	Cashiers stands 30j"	"	1	NT	250.00	250.00
42	Duke port cafeteria line-ups consisting of: Cold pan units 58j"	"	2	NT	20.00	20.00
		Cafeteria		NT	100.00	200.00
43	Hot food units 72j"		4	0041	3,750.00	7,500.00
				0042		
				0055		
				0056		
				0043		
				0044		
				0053		
44	Hot food units 58j"	"	4	0054		
45	Solid top units 44j"	"	2	0045		
		"		0052		
46	Solid top units 58j"	"	4	0046		
		"		0047		
47	Hobart sliding door refrig	"	2	0050		
		"		0051		
		"		0048		
		"		0049		
		"		0057	1,050.00	2,100.00
48	Hobart CBS-103 dishwasher	Kitchen	1	0058		
49	Hobart B-300 floor type mixer		1	NT	3,750.00	3,750.00
50	Leitner 5'x6' long table refrig unit	Cafeteria	1	0081	750.00	750.00
51	Leitner table top freezer 7'3"	"	1	0061	610.00	610.00
52	Leitner up-draft unit 13"	"	1	0060	950.00	950.00
53	Leitner 4'6" self contained table top refrig	"	1	NT	975.00	975.00
54	Hobart KSA-2 door reach in refrig	Kitchen	1	0059	600.00	600.00
			3	0068	625.00	1,875.00
55	Hobart vertical mixer VCM-40	"	1	0069		
		"		0070	1,500.00	1,500.00
		"		0126		

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CONVENTION CENTER CONCESSION AGREEMENT
CITY OWNED EQUIPMENT

Item#	Description	Location	Quantity	Tag#	Unit Cost	Total Cost
56	Chrome shelving walk ins	Kitchen	1	NT	\$ 720.00	\$ 720.00
57	Stainless port equip stand	"	1	0090	525.00	525.00
58	GE CR-40 elec ranges	"	2	0082	640.00	1,280.00
59	GE CR-904 convection ovens	"	3	0083		
				0084	850.00	2,550.00
60	GE CB-650 dble deck broiler	"	1	0085		
61	Formica tray stands port	"	2	0086		
62	Condiment stands formica	Cafeteria	1	0087	1,750.00	1,750.00
63	Front bar formica	"	2	0036	75.00	150.00
64	Formica super structure - stained glass	"	2	0037		
				0001	85.00	170.00
		Bar	1	0014	200.00	200.00
		"	1	NT	550.00	550.00
				NT		
WALK IN COOLERS						
65	Kitchen combination 18x17'8" cool/freez	Kitchen	1			
66	North Lobby 9x6'8" walk in cooler	No. Lobby	2	0793	3,100.00	3,100.00
67	North Hall 6x5'8" walk in cooler	No. Hall	1	0794	2,200.00	2,200.00
68	South Lobby 8x5'8" walk in cooler	So. Lobby	1	0819	1,650.00	1,650.00
69	South Hall 12x6'8" walk in cooler	So. Hall	1	0839	2,000.00	2,000.00
70	Stainless urn stand sink inset	Kitchen	1	0774	2,500.00	2,500.00
71	Preparation sink unit	"	1	0088	400.00	400.00
72	3 tub bar sinks drainboards	"	1	NT	525.00	525.00
73	Set stainless soiled and clean dish tables	"	1	NT	800.00	800.00
74	3 tub bar sinks	Bar	3	0027	2,250.00	2,250.00
75	DO-68 C-S beer dispensers	Various	5	0028	510.00	1,530.00
				0029		
				0030		
				0764		
				0789		
				0810		
76	DO-68 C-S modified beer dispenser stainless	"	1	0824	470.00	2,350.00
77	72x30" port work tables	Kitchen	4	0113	470.00	470.00
				0076		
				0077		
				0127		
				0129		
					175.00	700.00

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CONVENTION CENTER CONCESSION AGREEMENT
CITY OWNED EQUIPMENT

<u>Item#</u>	<u>Description</u>	<u>Location</u>	<u>Quantity</u>	<u>Tag#</u>	<u>Unit Cost</u>	<u>Total Cost</u>
78	Stainless top port work table 30x96	Kitchen	1	0075	\$ 250.00	\$ 250.00
79	84x36 stainless top port work tables	"	2	0074		
80	72x36" stainless top port work tables	"	3	0130	245.00	490.00
81	84x30" stainless top port work table	"	1	0071		
82	36x30" stainless top port work table	"	1	0072		
83	Stainless liquor trough approx 40'	"	1	0073	235.00	705.00
84	Cocktail units	"	1	0128	210.00	210.00
		Bar	1	0078	140.00	140.00
			4	NT	180.00	180.00
85	Port ice bins stainless			0031		
86	Heiner steamers stainless			0032		
		Kitchen	8	0033	70.00	280.00
		Hall	12	0034	70.00	560.00
				NT		
				0765	0784	
				0766	0785	
				0784	0822	
				0785	0830	
87	BM-23-S port stainless units w/casters	Cafeteria	2	0808	380.00	4,560.00
88	BFW Port fold bars			0809		
89	Series 100 serpentines	Storage	6	0039	230.00	460.00
90	Cash drawers - 4 each counter	"	3	0040	60.00	360.00
91	8" sausage stand 4' grill cutting board, glass protectors 6' shelf, 2 cash drawers, warmer lights top formica	Various	16	Same#		
92	8' hot dog stand			0125	30.00	90.00
93	Formica side stands 8' long to match sausage stand, 1 cash drawer in each	Hall	1	NT	20.00	320.00
			1	0091	600.00	600.00
			1	0120	550.00	550.00
94	8' formica side stands, 1 cash drawer in each	"	2	0092		
			4	0093	490.00	980.00
				0116		
				0121		
				0122		
				0123		
					490.00	1,960.00

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CONVENTION CENTER CONCESSION AGREEMENT
CITY OWNED EQUIPMENT

<u>Item#</u>	<u>Description</u>	<u>Location</u>	<u>Quantity</u>	<u>Tag#</u>	<u>Unit Cost</u>	<u>Total Cost</u>
95	Formica port stands for weiner steamer. 2 cash drawers in each	Hall	4	0115 0117 0118 0119 0100 0101 0105 0106 0110 0107 0111 0108 0112	\$ 525.00 385.00 525.00	\$ 2,100.00 770.00 4,200.00
96	GE 4' griddles CG-41	Storage	2			
97	Formica 8' port bars w/stainless sinks	"	8			
98	#871 lakeside port bars	"	3			
99	Hobart microwave oven	Kitchen	1	0103 0104 0079	120.00 750.00	360.00 750.00
CONCESSION STAND - NORTH MALL						
100	Chrome shelving walk in cooler	No. Hall	1	0819	2,200.00	2,200.00
101	GE elec CG-20 griddles	"	2	0821 0829 0823 0831 0825 0818 0833 0820 NT NT 0828 0835 NT	165.00 150.00 155.00 55.00 85.00 105.00 140.00 900.00 40.00 110.00	330.00 300.00 155.00 110.00 85.00 105.00 140.00 900.00 40.00 110.00
102	Glass protectors	"	2			
103	Stainless urn tray	"	1			
104	Formica candy display units	"	2			
105	Set chrome shelf cab	"	1			
106	Stainless 3 tub sink faucet and basket	"	1			
107	Formica back bar cab	"	1			
108	Leitner VCF-4 48" refrig display and base	"	1			
109	Stainless hand sink faucet	"	1			
110	Formica serving counter	"	1			
CONCESSION STAND - NORTH LOBBY						
111	Chrome shelving walk in cooler	No. Lobby	2	0793 0794 0804 0805	2,200.00	4,400.00
112	GE elec CG-20 griddles	"	2		165.00	330.00

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CONVENTION CENTER CONCESSION AGREEMENT
CITY OWNED EQUIPMENT

<u>Item</u>	<u>Description</u>	<u>Location</u>	<u>Quantity</u>	<u>Tag#</u>	<u>Unit Cost</u>	<u>Total Cost</u>
113	Glass protectors	No. Lobby	2	0806		
114	Stainless urn tray	"	1	0807	\$ 150.00	\$ 300.00
115	Formica candy display units	"	2	0798	155.00	155.00
116	Set chrome shelf cab	"	1	0797	55.00	110.00
117	Stainless 3 tub sink faucet and basket	"	1	0792	90.00	90.00
118	Formica back bar cab	"	1	NT	200.00	200.00
119	Leitner VCF-4 48" refrig display and base	"	1	NT	200.00	200.00
120	Stainless hand sink faucet	"	1	0811	900.00	900.00
121	Formica serving counter	"	1	0795	40.00	40.00
	CONCESSION STAND - SOUTH HALL			NT	120.00	120.00
122	Chrome shelving walk in cooler	So. Hall	1	0774	2,200.00	2,200.00
123	GE elec CG-20 griddles	"	2	0782		
124	Glass protectors	"	2	0783	165.00	330.00
125	Stainless urn tray	"	1	0786	150.00	300.00
126	Formica candy display units	"	2	0778	155.00	155.00
127	Set chrome shelf cab	"	1	0776	55.00	110.00
128	Stainless 3 tub sink faucet and basket	"	1	0777	180.00	180.00
129	Formica back bar cab	"	1	0772	105.00	105.00
130	Leitner VCF-4 48" refrig display and base	"	1	NT	135.00	135.00
131	Formica serving counter	"	1	0788	900.00	900.00
	CONCESSION STAND - SOUTH LOBBY			NT	85.00	85.00
132	Chrome shelving walk in cooler	So. Lobby	1	0839	2,200.00	2,200.00
133	GE elec CG-20 griddles	"	2	0752		
134	Glass protectors	"	2	0753	165.00	330.00
135	Stainless urn tray	"	1	0757	150.00	300.00
				0758	155.00	155.00
				0759		

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CONVENTION CENTER CONCESSION AGREEMENT
CITY OWNED EQUIPMENT

<u>Item#</u>	<u>Description</u>	<u>Location</u>	<u>Quantity</u>	<u>Tag#</u>	<u>Unit Cost</u>	<u>Total Cost</u>
136	Formica candy display units	So. Lobby	2	0755		
137	Set chrome shelf cab	"	1	0756	\$ 55.00	\$ 110.00
138	Stainless J tub sink faucet and basket	"	1	0761	90.00	90.00
139	Formica back bar cab	"	1	NT	105.00	105.00
140	Leitner VCF-4 48" refrig display and base	"	1	NT	130.00	130.00
141	Formica serving counter	"	1	0760	900.00	900.00
				NT	100.00	100.00

* Items are identified as group, not unit property

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SERVICE AMERICA CORPORATION
FOOD SERVICE EQUIPMENT MAINTENANCE PROGRAM
MIAMI BEACH CONVENTION CENTER

All Food Service Equipment is susceptible to failure or breakdown. Extremes of temperature, humidity and long hours of operation eventually take their toll. Although a maintenance program will not eliminate equipment breakdowns, it can reduce the likelihood of disruptive failures and extend the usable life of all equipment.

Service America will be committed to a continuous maintenance program in the Miami Beach Convention Center with the following goals:

- I. To eliminate disruptive equipment failures and enhance the operation of day to day business activities.
- II. To maintain and exceed internal and governmental sanitary codes.
- III. To extend the useful and effective life of the equipment program.
- IV. To enhance an equipment replacement program and allocate "equipment replacement funds" properly and effectively.

The key elements in the Service America Food Service Equipment Maintenance Program is following:

Planning - through scheduling and record keeping

Inspections - through self-inspections with internal and external maintenance and repair actions

Designated Responsibilities - by assigning the Warehouse Manager who operates the labor crews and ultimately reports to the food service General Manager.

The following details, within each major category, the specific actions required to accomplish the Maintenance Program goals and the forms that will be incorporated.

Planning

Record keeping - Each individual piece of equipment will have a detailed "Equipment Record Card", attached at the end of this section.

The "Equipment Record Card" will detail all the following information categories:

1. Equipment - This identifies the item such as compressor, range, hot water heater, or food warmer, ect.
2. Location - The site of the equipment within the building, such, as kitchen, concession stand number, ect,.
3. Inventory No. - This is the number assigned by Service America to the equipment.
4. System - Equipment is many times a part of a system. An example of this is that a compressor serves the reach-in refrigerator located in the kitchen.
5. Date Purchased - This is the invoice date of equipment.
6. Date Installed - This is the date equipment was put in place in your facility.
7. Manufacturer - The name of the equipment producer is listed here.
8. Serial No. - The identification number of the equipment, assigned by the manufacturer.
9. Model No. - The manufacturer's model identification number.
10. Purchased from - This will be the distributor or dealer from whom the equipment was purchased.
11. Energy Characteristics of the Equipment - This information is usually found on the equipment data plate or in the owner's manual.
12. Warranty - The warranties provided by the equipment manufacturer.
13. Service and Parts Manual Location - This readily identifies the whereabouts of these critical documents.

14. Maintenance Checklist Location - This will be kept in the warehouse office.
15. Preventive Maintenance Frequency - Assign designated frequency.
16. Spare Parts - This list would include those parts frequently replaced and those that might be kept in inventory on premises.
17. Additional Information - Included will be any other information about the equipment which would assist us in maintenance planning.

The "Maintenance Checklist" is used to review the information provided by the equipment manufacturers or contractors. Most manufacturers furnish recommended maintenance schedules with their equipment along with maintenance manuals and parts catalogs. The information will be prepared on a form called the Maintenance Checklist, attached at the end of this section. The following notes describe the items appearing in the attached form.

1. Equipment - Identification of the item, such as compressor range, hot water heater, etc.
2. Inventory No. - The number Service America assigns to the equipment.
3. Location - The site of the item on your premises.
4. Frequency of maintenance tasks. In this example, the tasks are to be performed daily, monthly and semi-annually and are listed in the appropriate columns.
5. Frequency interval and suggested abbreviations to identify columns.

The "Record of Maintenance Services" is an important tool in our preventive maintenance program it is a record of the services performed. This not only provides a history of tasks performed but also acts as a guide in:

- o determining the spare parts that must be kept on hand
- o projecting costs of parts and labor for repairs
- o adjusting maintenance schedules and
- o purchasing new or replacement equipment.

The following notes describe the items appearing on the attached form.

1. Equipment - Identification of the item, such as compressor, range, outdoor lighting, etc.
2. Inventory No. - The same number assigned to the equipment on our equipment record card and maintenance checklist.
3. Location - The site of the item on premises.
4. Date - When service was performed.
5. Description - Tasks completed; BM and SA are abbreviations for bimonthly and semi-annually.
6. Parts Costs - Dollar amount for parts and supplies used.
7. Mechanic - Name of serviceman or company performing the maintenance.
8. Time - Amount of time spent performing maintenance.

Scheduling - Each individual piece of equipment will be included in a maintenance inspection schedule. As detailed in the individual equipment's Maintenance Checklist and the Record of Maintenance Services, a specific time frame will be chosen which best suits its particular function. The time frames will be weekly, bi-monthly, monthly, semi-annually or annually.

Inspections

Inspections are completed as the overall "checks and balances" actions in the maintenance program. These inspections will be performed by management personnel on a regularly scheduled basis. In certain heavily used and difficult to reach pieces of equipment outside services will be incorporated.

Attached at the end of this chapter are the "food service equipment inspection forms" and "self inspection forms".

This Food Service Equipment Maintenance Program is an activity which is performed above and beyond the normal day to day equipment care procedures. The purpose of the program is to enhance and document our procedures in the continual goal of maintaining the highest levels of professional food service management at the Miami Beach Convention Center.

EQUIPMENT RECORD CARD

Equipment _____ Location _____

Inventory No. _____ System _____
Date Purchased _____ ☐ New ☐ Used Date Installed _____

Manufacturer _____

Serial No. _____ Model No. _____

Purchased from _____

H.P. _____ K.W. _____ KVA _____

Volts _____ Amps _____ Phase _____

BTU's per hr. input _____ Speed _____

Warranty _____

Service and Parts Manual Location _____

Maintenance Check List Location _____

Preventive Maintenance Frequency _____

Spare Parts:

Description	Location	Part No.	Manufacturer	Distributor

Additional Information:

MAINTENANCE CHECKLIST

Equipment _____ Inventory No. _____
Location _____

--	--	--

D-Daily, W-Weekly, M-Monthly, BM-Bimonthly, Q-Quarterly, SA-Semi-Annually, A-Annually

RECORD OF MAINTENANCE SERVICE

Equipment

Inventory No.

Location

[illegible]

Utility

Location

AM

PM

Noon

AM

Midnight

AM

• G — Gas

E — Electricity

SELF INSPECTION

Date Inspected: _____

Inspected By:

X = Needs Correction

[illegible]

FOOD SERVICE EQUIPMENT — 1

Date Inspected: _____

Inspected By: _____

X = Needs Correction

ITEM	Comments on Deficiencies Noted - and Actions Required	Date Corrected
------	--	-------------------

1. REFRIGERATION

<p>Incorrect operating temperature —</p> <p>Short cycling —</p> <p>Controls and thermometers not accurate —</p> <p>Doors and seals leak air —</p> <p>Inadequate capacity —</p> <p>Coils, fans dirty —</p> <p>Drive belts worn, loose, not aligned —</p> <p>Airflow restricted —</p> <p>Cold spots on exterior walls —</p> <p>Units not level —</p> <p>Other —</p>		
---	--	--

2. COOKING EQUIPMENT

<p>Heated surfaces dirty —</p> <p>Equipment not level —</p> <p>Controls not accurate —</p> <p>Use schedule not posted —</p> <p>Operating instructions not posted —</p> <p>Other —</p>	
---	--

FOOD SERVICE EQUIPMENT — 2

Date Inspected: _____

Inspected By: _____

X = Needs Correction

ITEM	Comments on Deficiencies Noted and Actions Required	Date Corrected
------	---	----------------

3. DISHWASHING EQUIPMENT

<ul style="list-style-type: none"> Soil left on utensils — Water temperature not correct — Equipment dirty — Mineral deposits — Leaks — Hot water booster heater not close to machine — Hot water lines not insulated — Automatic dispensers not operating — System runs at partial capacity — Other — 		
--	--	--

4. EXHAUST VENTILATION (HOODS)

<ul style="list-style-type: none"> Debris and grease accumulation — Duct work, fans cleaned irregularly — Inappropriate automatic air volume — Fire extinguishing system not in good order — Manual fire extinguishing system not accessible — Other — 		
--	--	--

5. MISCELLANEOUS EQUIPMENT

<ul style="list-style-type: none"> Warmers left on when not in use — Equipment not kept clean — Operated for other than intended use per manufacturer — Other — 		
---	--	--

FOOD SERVICE EQUIPMENT — 3

Date Inspected: _____ Inspected By: _____

		Inspected By: _____	
		X = Needs Correction	
•	ITEM		
		Comments on Deficiencies Noted and Actions Required	Date Corrected

8. LAYOUT AND DESIGN

6. LAYOUT AND DESIGN

Inefficient traffic flow —			
Other —			

7. ADDITIONAL COMMENTS

--	--	--

SERVICE AMERICA CORPORATION



86 DEC 3

CITY OF MIAMI
PURCHASING

A subsidiary of ALLEGHENY BEVERAGE CORPORATION

DECEMBER 2, 1986
Mr. Tom Prytherch
Office Of The Purchasing Agent
Miami Florida 33139

Dear Mr. Prytherch,

The standards employed by Service America for sanitation and equipment maintenance are derived from the National Restaurant Association guide lines, (attached).

Service America subscribes to all of these intents, and purposes in all of its operations and employs extensive training programs to execute comprehensive sanitation and maintenance programs. Strict emphasis is placed on a "Clean As You Go" philosophy, with special detailing of each individual piece of equipment at the end of each event day. IE all food contact surfaces grills, roller grills, and alike are cleaned and sanitized thru out the business day, oven cavities cleaned after each use day, dish machines, glass washers and alike maintain automatic detergent and final rinse additive equipment that announce to the operator by electric alarm any need for refills of these chemicals, at the end of each meal period the holding tanks are thoroughly rinsed and filter screens are cleaned and replaced for the next use.

Preventive maintenance/repair programs will continue as is presently done in order to operate at optimum efficiency.

Refrigeration condensing units cleaned every two weeks for units that operate on an on going basis, those pieces that are to be out of service for more than 48 hours are thoroughly cleaned and checked at restart. (Service America has and will continue to cooperate with the Directors energy conservation policy wherever possible by turning non essential refrigeration off during down periods, between shows).

Oiling and adjusting of all motorized equipment is done on a as usage requires basis, as the Center is not a daily on going operation many pieces of equipment set idle for long periods of time (IE convections ovens, mixers, slicers, food processor refrigerators etc.) these are oiled and/or adjusted and checked for optimum operating ranges two to three days in advance of expected use, any deficiencies noted are immediately brought to the attention of the respective service company employed at that time to render whatever corrective action necessary to bring the particular unit on line. The maintenance currently desired or required is provided by the following companies:

Miami Beach Convention Center • 1901 Convention Center Drive • Miami Beach, Florida 33139 • (305) 672-0006

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W. I. Nass & Sons Inc.
7250 N.E. 4 Ave.
Miami Florida 33138

For stoves, ovens, dishwashers, broilers etc.

Teak Refrigeration Service Inc.
730 N.W. 76 Ave.
Miami Florida 33126

As the name implies refrigeration and related

T & F Service Co.
5321 S.W. 6th Street
Plantation Florida

Cold Beverage Dispensers

Service Americas commitment of capital to maintain equipment at its optimum operating capacity has thru October of this year alone exceeded the budgeted amount by in excess of \$5,000.00 for a total of \$12,485.00. And no pressure what so ever is brought to bear on any unit manager to avoid repairs or preventive maintenance in lew of posting higher pr. its in any given month or year.

During the installation of new equipment both manual and mechanical, a complete and comprehensive guide to operation, sanitation and maintenance will be developed by type and catagory using both the N.A.R.'S and the manufactures recommendations. An initialed time log and history will be maintained on each piece of equipment at least monthly, for the term of the contract, All of the above referenced documents will be be available for review at Service Americas offices within the Center.

Additionally sanitarians with the Department of Business Regulation, periodically inspect the premises of the Center, with the intent of helping management maintain the integrity of the facilities in regard to sanitation of the equipment and their respective enviroments plus their state of repair. These inspections are both welcome and usefull, and also insure the City of Miami Beach that Service America is well within acceptable standards mandated by the state of Florida and Dade County.

As in the past, as these documents are produced facimiles thereof will be forwarded to your office for your files.

At least 30 days after installation of each piece or class of equipment you may expect to recieve a complete detail of standards including Service Americas inventory tag number and the Cities corresponding number if any has been attached by that time, at this writing some classes or individual pieces could be as far from actual installation as 3 years into the future.

We trust that the above can be referenced to contractual resolve, thru all concerned parties now and hereafter.

Respectfully Submitted

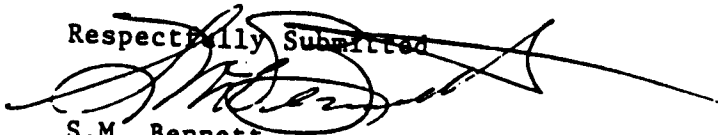
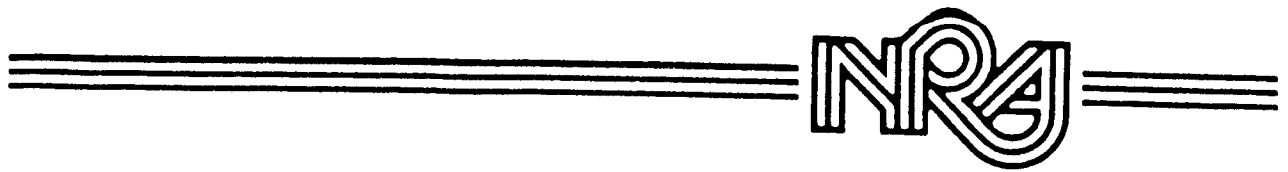

S.M. Bennett
Operations Manager 791

EXHIBIT "F"



FOOD SERVICE EQUIPMENT

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INTRODUCTION

This section of the manual provides basic information on the selection, operation and maintenance of food service equipment and the layout of your kitchen.

Equipment used for storage, preparation and service of food is a major portion of your restaurant's investment. These appliances must operate long hours, perhaps around the clock. They may operate at elevated temperatures or well below freezing. Equipment breakdown impacts the operation immediately with menu changes, food spoilage, waste and dollar losses.

Selection of new or replacement equipment is a complex decision which must consider many variables: intended use, energy sources, available space, traffic flow, regulatory codes, available personnel and, of course, cost. All of these and more will affect your choice.

Equipment catalogues are available from manufacturers and distributors, consulting services can provide advice; and major exhibits, such as the National Restaurant Association Show(s), provide opportunities to view equipment and compare characteristics. Ultimately, you must match the machine to the job you want it to do.

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CUSTOM VS. STOCK EQUIPMENT

One of the basic decisions to be made in equipment purchase is the choice between stock equipment or custom-built items. At first glance, buying "off the shelf" may seem to be the better bargain since custom items may cost as much as 50 percent more than their stock counterparts. However, in the many cases where stock appliances are not available with the needed size, shape, power, capacity, etc., custom-built units may be the best buy despite a higher price.

Obviously, if you can use standard equipment without special modifications and save money on the purchase, you should do so. Most standard manufactured pieces come with a variety of options available to help fit your needs. Thus, a standard worktable may be sufficient for your operation; but if you will need a larger size, more under-table storage compartments or an unusual shape, then a custom fabrication should be your choice.

The key to this selection is to KNOW what you expect the equipment to do for you. Will standard-sized drawers accommodate your utensils, or do you need special storage for special tools? Will your freezers and refrigerators be used for **storage** of prechilled foods, or will they be expected to "pull-down" and rapidly chill large volumes of hot food? Work out your operation's plan, and consult with your architect/engineer/equipment supplier. They must know your **needs** in order to supply equipment to do the job.

In addition to questions of size, configuration, capacity, etc., compare both standard and custom equipment for feasibility and durability. Mass-produced items may suffer from the small defects common to all assembly-line processes. Conversely, custom items are, by their nature, "one of a kind," and both you and the supplier must be sure that components are accurately assembled. Equipment bearing the mark of the National Sanitation Foundation (NSF) or other independent standards certification groups will meet these organizations' standards.

KNOW what you need, and work with your suppliers to get it. Don't be afraid of custom equipment if the gain in efficiency offsets the higher price, but don't be misled into rejecting **all** stock equipment which might meet your needs.

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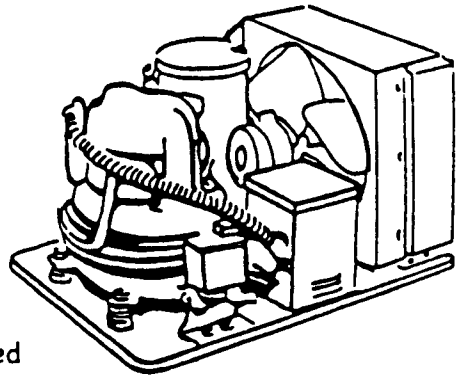
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REFRIGERATION

Numerous refrigeration systems are found in all restaurants. They range in size from a small device which acts as a water cooler to large systems used for air conditioning and walk-in freezers.

The purpose of this section is to eliminate the mystique of refrigeration by providing the restaurateur with the operating principles of such systems and to familiarize him with terms used to define components and functions of refrigeration.



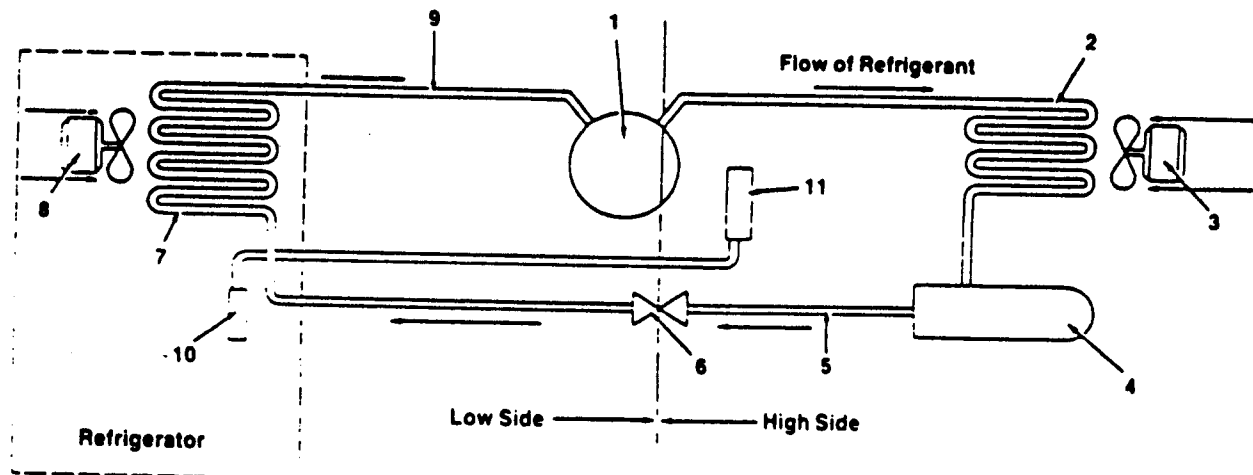
The diagram below illustrates the components and functions of a simple refrigeration system.

Beginning at the motor/compressor (1), the refrigerant flows as a vapor at high pressure to the condenser coils (2). These coils are normally found adjacent to the motor. The condenser fan (3) forces air over and around the coils, cooling the refrigerant. The refrigerant then flows as a liquid to the receiver (4). The receiver is normally a cylindrically shaped vessel located under the condenser coils.

Next, the refrigerant passes along the liquid line (5) through the expansion valve (6). (The refrigerant is now under low pressure and remains so until it arrives at the compressor, giving rise to the terms "low side" and "high side" when referring to portions of the cycle.) Once through the expansion valve, the liquid refrigerant enters the evaporator (7) and absorbs the heat from the interior of the refrigerator. The evaporator is a series of coils normally found in the upper portion of refrigerators.

The absorption of the heat is usually assisted by a flow of air from the evaporator fan (8). In absorbing the heat from the refrigerator interior, the liquid refrigerant once more becomes a vapor and returns to the compressor through the suction line (9) to start the cycle once again.

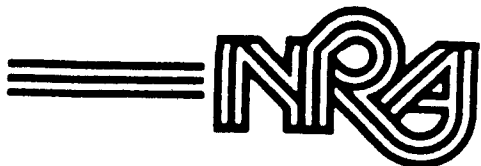
The temperature sensing bulb or "pigtail" (10) is located in the refrigerated area and is connected to the thermostat switch (11). This controls the power supply to the motor and begins and ends operating cycles.



- | | |
|---------------------|-----------------------|
| 1. Motor/Compressor | 7. Evaporator |
| 2. Condenser Coils | 8. Evaporator Fan |
| 3. Condenser Fan | 9. Suction Line |
| 4. Receiver | 10. Sensing Bulb |
| 5. Liquid Line | 11. Thermostat Switch |
| 6. Expansion Valve | |

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EXHIBIT "F"



Refrigeration – Operation and Maintenance

Proper operation and maintenance of refrigerators and freezers fall into two general categories: the mechanical system and the storage area, or "box."

Mechanical Systems

1. Don't stack cartons or other materials where they will block airflow to refrigeration coils or machinery. Keep coils clean and free of dust, grease, lint or frost with a regular, scheduled program of cleaning. (A 30 percent reduction in airflow over the condenser coil can result in an 18 percent loss of refrigeration capacity.)
2. Keep motors and compressors correctly lubricated. Keep drive belts aligned and in good repair.
3. Replace all covers or access panels after service.
4. If possible, locate compressors and condensers in a cool environment. This will ease the load on both your refrigeration equipment and your building air-conditioning system. Outside air is free and may often be cleaner and cooler than kitchen air.
5. Place indicating thermometers in easily readable locations inside all refrigerators and freezers. (Most health codes require these to be accurate plus/minus three degrees F.) Consider the benefits of time-temperature recorders or alarm systems to alert you to sudden or abnormal temperature fluctuations.
6. Choose or design a system to accomplish what you need. (However, beware of the overdesigned system; this can produce as many problems as underdesigned equipment.)
7. Warm product can be devastating to a refrigerator. Unless the system is designed to accept the extra load, avoid placing large volumes of hot foods in the units for chilling. If 20 pounds of 100°F product is placed in a 20-cubic-foot reach-in refrigerator, it reduces the cooling capacity of the unit by 25 percent over a two-hour period. If 200 pounds of 100°F food is placed in an 8-by-10-by-8-1/2-foot walk-in cooler for a four-hour "pull-down," it will absorb over 50 percent of the system capacity. Virtually NO standard equipment is designed for this kind of loading; stock units are designed and tested as STORAGE units. If you will need quick-chill capacity on a regular basis, PLAN with your equipment supplier and DESIGN that capability into your system.

Storage Area or "Box"

1. Check door hinges for proper alignment of doors. Lubricate hinges and latches as needed.
2. Assure proper operation of door latches.
3. Keep door gaskets in good repair and clean.
4. Mark exterior of doors with products stored inside. This will reduce door opening.
5. Mark all containers of stored food. This will reduce the amount of time a refrigerator door is open.
6. Store food so that it does not impede operation of the evaporator coil and fan.
7. Any interior lighting should be of the lowest wattage and, if possible, off when doors are closed.
8. Walk-in units should have signal lights on the exterior, indicating the operating of any inside lighting.
9. Check for automatic door closures.
10. Check that refrigeration equipment is level. This will assure good door fit.
11. Check exterior of refrigeration boxes for cold spots. This will indicate ineffective insulation.
12. Plan the kitchen operation to avoid unnecessary opening and closing of refrigerators.

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EXHIBIT "F"



Ice Machines

Ice makers are a special application of refrigeration in which liquid water flows across refrigerated platforms or molds. When a sheet of ice forms, the machine's "harvest cycle" heats the mold to release the ice. The ice may eject onto a heated wire grid to be cut into cubes or may simply break into the final flakes or chips and fall into the storage bin. Some manufacturers offer a crusher for installation between the cube former and the storage bin. Dispensing heads may also be available on many models.

You may wish to investigate the feasibility of two smaller ice makers rather than a single large unit. This arrangement could provide a backup source if one machine fails, and you could have the option of two different forms or sizes of ice, eg., cubed and flaked.

Ice machines should be located with convenient access in mind: access for restaurant use; access for service and repair; and access to the water supply and drain lines. (Consider a floor drain in the immediate area to safely accommodate the inevitable spills.)

Maintenance of ice machines is similar to normal refrigeration:

1. Keep coils, fans and cooling fans clean and dust free.
2. Keep machines lubricated and adjusted.
3. Keep drive belts and pulleys aligned and in good repair.
4. Locate in a relatively cool environment.

In addition, the ice-making and storage systems deserve preventive care:

1. Keep water lines free from lime and other mineral buildups.
2. You may wish to use a water conditioner to improve ice clarity and flavor. Maintain it in good condition, according to the manufacturer's recommendations. (See page B-45.)
3. Keep drain lines clean and free flowing.
4. Clean the ice storage bins regularly: empty, clean, sanitize and dry. (This is another advantage of two separate machines: use one while you clean the other.) Pay particular attention to cleaning the storage level, or "load-line," of the bin walls, where water treatment chemicals in the ice can attack the stainless steel.
5. Provide clean and sanitary scoops, bags and buckets to handle the ice. Remember, ice is a **food**.
6. Replace all covers and panels after servicing.



COOKING EQUIPMENT

Ranges

Ranges represent the "original" restaurant cooking equipment, the first to go beyond open fires and fireplace cooking. The modern range has eased cooking chores and led to more varied foods by allowing more carefully controlled preparation temperatures.

Modern ranges are available in many sizes and configurations and in combinations with other equipment and shelving. Gas-fired units are most common, but electric systems are available, as well as propane and oil-fired models. Standard heights are usually 36 inches. Most ranges are 30 to 32 inches deep and 18 to 60 inches wide. Usable cooking surface areas can vary by several inches in either dimension, depending on options, such as front plate shelves, warming units, burner positions, etc.

There are two general categories of ranges: the open-burner and the hot-top. The more traditional open-burner has each burner unit separately controlled to deliver precise heat and is more suitable for "pot and pan" cooking. The hot-top can have several burner arrangements beneath a heat-conductor plate. This accommodates a wider range of utensil sizes and can offer either uniform heat across the entire surface or graduated "zones." Some models are available as "half and half," i.e., with part hot-top, part open-burners.

Type and size selection depends primarily on the cooking to be done. Four-burner units are usually better for large volume pots and rapid boiling; six-burner units are better for small portions of sauces and saute.

Better quality gas ranges feature separate pilots for each burner. Electric ignition will help your energy management program.

Because the many liquids handled on a range virtually guarantee spills and boil-overs, be sure that grease troughs and drip pans are wide and deep to catch and contain spills. The whole range top should feature easy disassembly to promote easy cleaning and maintenance.

Installation and hookup to utilities should be done by a qualified technician. Have the gas service agent adjust the air/gas mixture and show you how to re-adjust it after cleaning the burners. Check the level of the range top (use a spirit level). If an oven is part of the unit, calibrate the oven temperature to plus/minus 5°F. Utility shutoffs should be located away from the immediate cooking area, along with a "BC" type fire extinguisher, conveniently accessible in case of emergency. Check with fire and building officials for necessary exhaust hoods and automatic fire extinguishing systems. (Also, see page 23 of this section.)

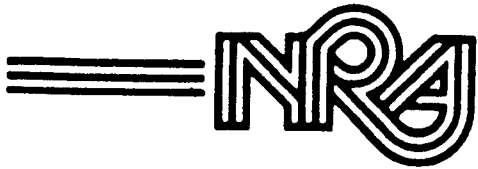
Hot-top ranges may require 30-60 minutes preheat time; open-burners need NONE. They should be turned on only when in use. With either type, turn on only the burners or sections which will be used. Group pots together and use as much of a hot-top as is practical. For open-burners of different sizes, use the smallest one which will accommodate a particular pot or pan. Use lids on pots. This reduces boiling cooking time, which improves energy efficiency and reduces evaporation, which minimizes product loss, kitchen humidity and soiling.

Clean drip pans and grease troughs daily or more often. Keep the range, burners, grates, etc., clean by removing spills before they dry and bake on. Burners and gas ports can be cleaned with a small brush or wire (be careful not to enlarge the hole). Then re-adjust for correct air/gas mixture.

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Griddles

The basic principle of griddle cooking is simple: a thick slab of flat steel is heated from below by electric elements or gas burners, and the steel transfers heat to foods placed on it. Griddles' versatility allows for use at breakfast, lunch and dinner; in a pinch, they can even substitute for a range top. However, griddles are among the most energy-wasteful cooking devices unless properly designed and used. Their nature makes it almost impossible to produce even heat over the entire surface, and griddles demand almost constant attention and cleaning to produce quality foods and minimize energy loss.

When selecting a griddle, remember that heat is lost from all six sides of the plate: top, bottom and all four edges. Efficient design will include reflective and insulating materials beneath the heat source and around the unproductive edges, and "fences" around three sides to allow maximum use to the edges.

Surface materials can affect operation, maintenance and energy consumption.

- **Cast plate:** These are very porous and do not expand or contract as well as other materials. They require constant cleaning, and frozen foods may have a tendency to stick to the griddle surface.
- **Polished steel:** The shiny surface reduces heat loss and food sticking but may lead to more product shrinkage due to foods not adhering.
- **Cold-rolled steel:** These plates have excellent heat transfer characteristics, with minimal food shrinkage. Easy cleaning is a bonus.
- **Chrome-finish steel:** These newer styles with a mirror surface offer superb heat transfer and can be easily cleaned. They do not require "seasoning." However, scratches and gouges can lead to sticking and uneven cooking.

Most commercial griddles are separated into zones of heat control. A 36-inch grill usually has three zones, each heated and controlled separately. The most common operator's complaint about griddles is that the thermostats are "out of calibration." Remember that a thermostat can only sense the temperature at one spot on the grill. It cannot know the temperature in another part of its control zone, and it has no idea of the temperature in other zones. Within each zone, the griddle temperature may vary 25°-30°F above or below the dial setting, and if cold and even frozen foods, all absorbing different amounts of heat, are cooked at the same time, one area could easily vary from another by as much as 100°F. To reduce some of this variation, group similar foods together, and try to leave the smallest open area possible between foods. Also, the thicker the steel slab, the more even the surface temperature (some large grills have plates 1-1/2 inch thick), but consider the extra preheat time and energy needed to get thick plates up to cooking temperature. Be sure your griddle has sufficient heat recovery capability for the amount of food you intend to prepare.

Consider the position of grease drains, drawers and troughs. Rear drains tend to cause cleaning problems because the collection drawer may not be pushed fully into place. Front, rear or side, if a careless cook doesn't empty the catch pan, grease runs all over beneath the unit; this produces a severe cleaning problem, insect attractant and fire hazard. Select griddles that are easy to heat, easy to use and easy to clean.

Have your griddle installed by a competent technician. Check the manufacturer's nameplate and the operating manual closely for correct electric or gas utility hookups. Level the unit. **Read** the operator's manual and file it securely for future reference.

Follow all manufacturer's recommendations for preparing your griddle surface. Usually you will need a grease solvent to remove the factory-applied rust preventive; then clean with a damp cloth and dry thoroughly. If the griddle requires seasoning, preheat to 400°F. Apply a **light** film of unsalted cooking oil; allow it to stand two minutes; wipe with a clean cloth. Repeat the process, and your griddle should be ready to use.

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Keep the griddle clean and shining to produce high quality foods. Remember that griddles cook by conduction, and the food must be in close contact with the heated plate. A layer of baked-on food debris or excessive oil will act as an insulator and slow the cooking as well as impart "off" tastes with bits of black, carbonized debris. A dark, dirty griddle is energy inefficient because black surfaces lose heat faster than shiny ones. Use a sharp spatula, with rounded corners, to clean the grill between orders. Warn cooks against banging the corner of the spatula on the griddle plates. This nicks and gouges the surface, reduces the contact area with foods and eventually produces uneven cooking and sticking of foods. At the end of the day, leave the unit on warm and wash the surface with water, detergent and a flat grill screen (brushes produces scratches). Rinse with warm water, dry and wipe with a light film of cooking oil to prevent rust.

Because only one side of the food is cooked in contact with a griddle, foods must be turned over halfway through the process. Bell-shaped covers over steaks, chops, etc., speed cooking by capturing some of the energy otherwise lost. Some systems use overhead infrared elements to cook from above, and some even have double-sided plates similar to a waffle iron.

Preheat time for a griddle can waste tremendous amounts of energy. Six to nine minutes is normally sufficient. Cover the griddle plate during preheat with shiny reflective material to redirect lost heat back to the griddle. During slow periods, reduce the temperature to 200°F or less and cover the griddle. Many foods can be precooked by steam or microwave and finished on the griddle by lightly browning them.

Some variations on the traditional griddle include

- Tilting skillets — These are very versatile and can be used as a griddle, skillet, braising pan, fryer or kettle.
- Grooved griddles — These may be used in place of char-broilers. The grooved plate is gently sloped to drain grease, and the raised ribs mark and brown meats as would a broiler rack. It is VERY important to keep these devices scrupulously clean. Some models are combined with a traditional flat grill to allow cooking of eggs or pancakes also.

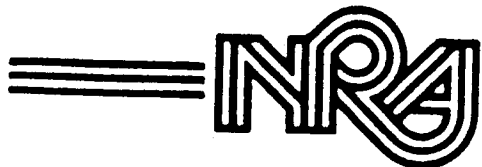
These ideas certainly do not cover all of the griddle equipment available or all of the possibilities for energy conservation and ease of use, but they are starting points to consider in your own operation.

Broilers

The recent trend to non-fried and low fat foods has sparked new interest in broilers, but there is nothing new about the process. Modern broilers use more controlled conditions to cook with radiant, or infrared heat, just as the backyard chef uses the glowing coals of a charcoal brazier or campfire.

Most commercial broilers heat a "radiant," which then emits the heat to cook the food. Commonly used radiants include lava rock, man-made ceramics or metal bars. The primary heat source can be either gas or electric and can be either above or below the grill which holds the food. In both "top-fired" and "under-fired" types, cooking temperature is controlled by moving the food grid closer to or further from the radiant heat source.

Top-fired broilers are usually heavy duty, fast and efficient, with a high temperature range. Grease drippings fall into a trough or tray, which must be removed for cleaning as needed, at least daily. A lighter duty model, the salamander, is usually shelf-mounted above other equipment and used to melt cheese or finish other menu items. However, it can cook foods completely just as well as the bigger models.



Under-fired broilers use a "pit" with the heat source **under** the food. It is usually the slowest cooking because the top surface of the food is not heated and foods must be turned over. Some models allow drippings to ignite and flare dramatically; others use a drip tray or fire brick floor to incinerate drippings and prevent flare-ups. In either type, burned food can accumulate on the radiants and produce cold spots. Clean the radiants as often as needed to maintain peak efficiency.

If you are proud of the appearance and flavor of your broiled foods, you will see that the grate is brushed or wiped clean periodically during use and cleaned thoroughly every day. Otherwise, bits of charred protein and rendered fat will adhere to the meat and produce bitter flavors. Clean carbonized grease and tar from the broiler walls, cleaning from the top downward so that loosened debris will fall to the bottom for removal.

Broilers can produce high-quality foods at fairly low energy costs. It is not necessary to have the entire broiler on at full power. Turn one section to full heat for rare, and another section to a lower setting for well-done meats. Most broilers need only five or six minutes preheating time; use only the sections you need, or turn off when not in use.

If gas-fired, keep burner parts clean and flames properly adjusted. A poorly adjusted flame will waste gas and will also deposit soot and carbon on foods and radiants.

For larger volumes, timed conveyor broilers are useful for standardized products, such as hamburgers. Portion size must be carefully coordinated with conveyor speed to maintain product consistency. Rotisserie broilers, with foods rotating horizontally or vertically on a skewer, offer attractive display cooking.

Typical broilers are 34 to 36 inches long and 35 to 42 inches deep. Grid sizes are usually about 25 by 33 inches. Broilers can be table-mounted, floor-mounted or wheeled. Whichever style you use, plan to include a work shelf nearby, preferably in front of the unit, along with adequate work space for the operator. There should be refrigerated storage conveniently nearby, and the unit must be located beneath an exhaust hood to remove smoke and airborne grease. Because of flare-ups and grease ignition, the broiler must be monitored closely for safe operation, and fire codes usually require automatic extinguishing systems mounted overhead.

Ovens

Menu-matching is an absolute necessity when selecting ovens because there are so many variations on the basic theme of "a box filled with hot air." There are range ovens; deck ovens; pizza ovens; bake ovens; roast ovens; revolving, reel and rotary ovens; still air and forced convection, cook and hold and on and on.

All of the different styles rely on the natural flow of hot air. When heated, air becomes lighter and rises to the top of the oven, contacts the food and transfers heat to the food. Now cooler, the air becomes dense and falls to the bottom of the oven to be reheated and then repeat the cycle.

Compared to cooking by direct contact with flame or hot surfaces, oven cooking is inefficient for two basic reasons:

1. Foods must be turned or rearranged to achieve even heat transfer.
2. As water evaporates from food surfaces, it forms a cooling layer which slows the rate of heat transfer. Eventually the surface dries, forms a crust and heats more thoroughly, but there is always a thin layer of air surrounding the food which is cooler than the rest of the oven.

To partially overcome these shortcomings, deck ovens use a heated plate set in the oven base to help maintain more even temperatures.



Convection ovens use a fan to "stir" the air and blow the cooler evaporative layer away as fast as it forms. Convection ovens generally operate with larger food loads, lower cooking temperatures and shorter cooking times than still-air ovens. The heat transfer is more efficient, so greater care must be taken in setting oven temperatures to avoid overcooking and drying.

The blower must operate whenever the oven is on, or hot spots will develop in the oven cavity and walls. Interior walls must be kept clean for better heat reflection to the food. But beware: the lazy approach of lining oven floors, sides or racks with aluminum foil can reflect heat up the oven chimneys, disrupt the airflow pattern and can draw bits of foil into the fan and ducts.

Don't clean ovens while they are hot. This merely boils away the cleaning solution and decreases its effectiveness. A warm setting of 150°F is sufficient to loosen the soil and is safer as well. Follow label instructions and oven manufacturers' recommendations for use of cleaning compounds. Be careful not to disturb the thermostat sensor bulb and its capillary tube: this is the heart of the oven temperature control system.

Check alignment of doors and seals periodically to guard against heat loss. Use the owner's manual and discuss correct oven procedures with the employees who operate it. Use a spirit level and the adjustable mounting legs to achieve correct front-to-back and side-to-side level. Check the accuracy of the thermostat and dial controls against an independent thermometer: have your serviceman calibrate oven controls for maximum accuracy. Check control lights and interior oven lights. Replace interior lights only with the special high temperature bulbs recommended by the manufacturer.

Some units offer "cook and hold" systems, with multiple heat and time settings. Follow manufacturers' recommendations closely for consistent product quality.

Moving ovens use conveyor belts, rotating discs or reels to carry food through the oven. As with conveyor broiling, the obvious advantage is high volume product consistency.

Avoid shiny light-finished baking pans; dark finishes absorb more heat and conduct it to the food much better. Aluminum pans generally have good heat transfer. Pan sides should be as low as practical to contain the food and not shield it from hot air.

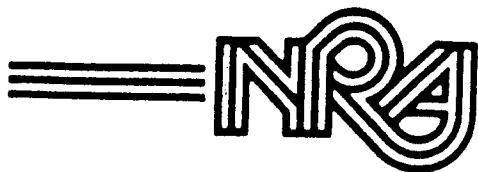
Keep the doors closed. An oven loses about 1°F each second the door is open. Plan and research your cooking times to avoid opening the door to check for doneness. Better yet, explore the use of a thermometer probe to show internal food temperature on an exterior dial or readout.

Follow manufacturers' guidelines on preheat times, and plan your cooking to minimize preheat. (Some controversial research suggests that preheat may not be needed at all and that most foods can begin to cook while the oven is coming up to temperature.) Don't overlook the possibility of using a cooling oven to warm rolls, cook rice or pasta, reduce sauce volumes, etc. The heat is there; you paid for it: use it.

Four to five inches of insulation around the oven chamber is common, but 5 to 6 inches is better and saves money in the long term. The oven should be about the size of the product to be cooked. Unless you routinely do very high volume oven cooking, consider two or three smaller ovens. You will save on energy, increase versatility and have an emergency backup system as well.



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Microwave Ovens

Cooking always involves transfer of energy to raise the temperature of food. Traditional appliances use a primary heat source (gas burner or electric coil) to heat an intermediate transfer agent, such as a griddle plate, oven air, fryer oil, etc. But a microwave oven transfers energy **directly**; only the food gets hot, and the result is faster, more convenient cooking than in many other systems.

Microwaves are a small part of the electromagnetic spectrum, similar to radio waves. Microwaves are very short (hence "micro") and, like radio waves, they are invisible. In microwave ovens, the waves cycle, or change directions, 2450 million times per second. When a microwave comes near a molecule of water or fat in foods, the molecule behaves like a miniature magnet and "lines up" north and south. As the microwave cycles, the molecules try to keep up and turn completely around. This violent molecular motion produces heat by friction — just as a wire coat hanger gets hot when you bend it back and forth rapidly — and this heat cooks the food.

Some microwave myths:

- "Microwaves cook from the inside out."

False — Like any other form of energy, microwaves penetrate from the outside, and on the way in, they lose much of their energy. This is why you should arrange foods evenly on a plate for cooking, with the thickest part toward the outside edge, to prevent overcooking the thin sections.

- "Microwaves are radioactive."

False — Microwaves are non-ionizing and **do not** make anything radioactive. Normal use of a microwave oven presents absolutely no hazard of biological damage.

- "Microwaves interfere with cardiac pacemakers."

False — About 10 years ago, this was a controversial question, but modern designs of microwave ovens and medical pacemakers have eliminated any problem. FDA's Bureau of Radiological Health recommends **against** warning signs in restaurants.

- "Microwave leakage causes medical damage."

False — The federal government sets strict standards for the design and construction of microwave ovens: doors and latches have multiple safety relays to prevent operation with the door open; door cavities, frames and seals are all designed to prevent escape of microwaves; all ovens manufactured or sold in the United States must bear a sticker attesting that the oven meets federal standards.

There are a few commonsense use precautions:

1. Never attempt to operate the oven with the door open.
2. Never tamper with the door seals, latches or safety switches.
3. Keep the door and seals clean and free of food debris.
4. Never slam the door; close it gently.
5. Unless the operator's manual specifically describes how to do it, never put any kind of metal into the oven: no metal pans, utensils or aluminum foil. This will cause violent electrical arcs, which could ruin the oven.
6. Never operate the oven empty. There must be food or water to absorb the energy.

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The colder the food is when put in the oven, the longer it will take to cook. In addition, the density and water content will affect cooking time. Different foods will cook at different rates in different ovens. Consult your owner's manual and experiment with various time and power settings for best results. Cover foods with plastic wrap, waxed paper, unprinted cloth or paper towels, etc., when cooking; this prevents spattering and also retains the steam and heat to further speed cooking. However, you **must** provide a vent in the covering to prevent swelling and explosion from steam buildup.

Similarly, pierce whole potatoes or other firm-skinned products, and do not attempt to microwave cook whole shell eggs.

Remember that foods will continue to cook with retained heat after you remove them from the oven. Most manuals describe a "heat and stand" process to make use of this phenomenon.

Microwave ovens work best with small to moderate amounts of food. If heating more than eight pounds of food at one time, conventional ovens or steamers may be faster than microwave ovens.

Determining your needed capacity can be tricky. If a single casserole cooks in 80 seconds, two casseroles in the same oven will need 75 percent more time or 80 seconds plus 60 seconds for a total of 140 seconds. If you will be reheating or short order cooking single, simple items, then the oven with a smaller cavity and lower wattage may be your best choice. Variable power units will allow you to mix and match time and power settings.

Be sure that operating personnel are skilled and correctly trained in the use of this modern kitchen tool. It is not the **only** cooking appliance you need, but with careful use it can speed preparation and reduce overall energy use.

Fryers

Deep fat fryers are one of the most important pieces of cooking equipment in the kitchen. Deep-fried foods represent a profitable menu offering. Because they cook rapidly and require little or no advance preparation, they can be cooked to order, thus reducing leftovers.

Many sizes and types of fryers are available, from conventional open-top kettles to the newer pressure fryers. All cook foods by submerging them in hot fat, heated by electric elements or gas burners in tubes which are themselves submerged. Temperature is thermostatically controlled, and most units also have backup safety thermostats to prevent fires from overheated fat. As with any grease-producing equipment, fryers must be located beneath an adequate vent exhaust system, and most codes require an automatic fire extinguishing system over the fryer.

Foods are cooked in baskets of welded rod, wire or perforated sheet metal. Cooking time can be determined visually by the operator or with a variety of automated controls. Some units even offer automatic basket lifters.

In pressure fryers, hot fat is still the heat transfer agent. The heat boils away food moisture as steam. The tightly sealed cover traps the steam and raises the pressure in the chamber, which reduces further moisture loss from the foods and produces more moist and flavorful product. Manufacturers claim that the slight turbulence rolls the food and reduces cooking time. However, the time savings may be an illusion when you add in the extra time to seal and then safely vent the chamber. Also, some operators feel that pressure-frying may shorten the usable life of the fat.

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When buying deep fry equipment, consider the following characteristics

- convenient working height, easy and **safe** operations
- quick heat recovery in fry kettle
- sturdy, easy to handle baskets, open construction for the free flow of fat around foods
- accurate thermostats, reliable controls
- dimensions appropriate to available space
- convenience, accessibility, ease of cleaning
- convenient and **safe** fat drains and filter system (Some units incorporate pumped recirculation and filtering systems.) and
- should meet the standards of the Underwriters Laboratories, National Sanitation Foundation or American Gas Association.

The most expensive and most often abused component of deep frying is the fat or oil itself. Because hot fat is both the heat exchange medium and a food ingredient (fat is absorbed by fried foods), the condition of the fat will affect the quality, taste and texture of the fried product. The fat must be fresh and bland in flavor.

Heat, air and food chemicals all combine to cause fat breakdown. Manage fat to maximize its usable life:

1. Use a high quality fat, resistant to heat breakdown.
2. Avoid excessive fryer temperatures. (Most foods can be fried at 350°F-375°F.) Premelt fat at low temperatures. Turn heat down to 200°F or less during idle or slow periods; turn off when not in use. Determine your unit's preheat time and do not exceed it.
3. As fat levels fall in the kettle, add fresh fat to replace that absorbed by foods.
4. Avoid stirring or agitating the fat. Extra air whipped into the fat leads to foaming, oxidation, scorching and soap formation through chemical reactions with food.
5. Keep it clean. Allow wet foods to drain before frying: shake off excess breading, skim crumbs from the surface; salt foods after frying, **never** over the fryer.
6. When not in use, keep fryer turned off and covered to protect fat from debris, dust, light and air.
7. Filter fat regularly to remove food debris. Some units have built-in recirculation for constant filtering. Others require draining the fat through a paper or cloth filter. **NOTE: This operation can be very dangerous.** Handle fat at the lowest temperature at which it will flow. Clean spills immediately to avoid slipping hazards. Warn employees to be extremely cautious to avoid burns.
8. Keep the fry kettle baskets and other utensils scrupulously clean. Follow the manufacturer's instruction to clean the kettle daily and remove accumulations of gummy fat deposits.

All of these will help to increase the usable life of fat. But eventually all fats break down, usually signalled by discoloration, foaming, smoking or off-flavors. Discard your fat **before** these signs appear. Establish a definite schedule, based on use volume

When determining necessary fryer size, consider installing two or more smaller units. This will increase your menu flexibility and give you the option of shutting down some units during slow periods, using only the fat and heat you actually need.

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Calculate fryer capacity:

- Determine the average number of customers per hour.
- Estimate the proportion of customers who order fried foods. (One and one-half orders per patron is a good rule of thumb.)
- Determine your average portion size in ounces.
- From the above figures, calculate the total number of ounces of food fried per hour.
- Assuming one batch every five minutes, divide total ounces per hour by 12, which equals number of ounces per batch.
- Divide number of ounces per batch by two, which equals fryer fat capacity in pounds. (This will insure that your fryer holds one pound of fat for each two ounces of food, a 1:8 ratio.)

Steam Cookers

Steam cooking is usually done in compartment cabinets, which can be either pressurized or not. In addition to shorter preparation time than range-top boiling in pots, these can also offer more constant temperature; better retention of food color, texture, flavor and nutrients; and energy savings through more direct heat transfer. Almost any food which does not require a crust can be cooked in a steamer cabinet. There are different capacities available, and some units can be stacked to conserve floor space.

Because pressurized steamers cook quickly and the chef cannot readily check doneness, accurate timing of food batches is critical. A few minutes can result in raw or overcooked products. Steamers are particularly useful in high-volume preparation of seafoods. Chicken can be precooked and then finished in the fryer or roasting pan. Prepare frozen vegetables throughout the serving period to avoid the sogginess and leaching of nutrients which accompany water cooking.

Most steam cabinets are designed to hold standard 12-by-20-inch pans in depths of two and one-half, four or six inches. Solid pans with removable perforated racks allow for drainage of condensed water.

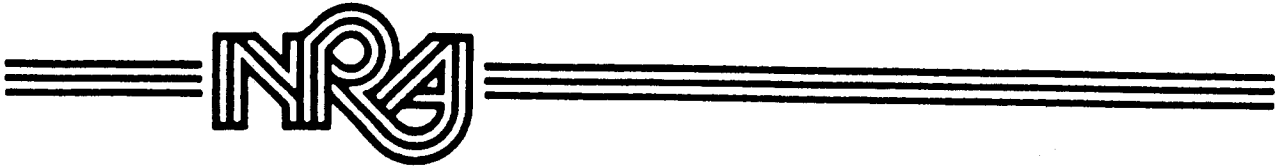
Steam-jacketed kettles are a modern improvement on the old double boiler. They consist of two hemispherical pots which have about two inches between the inner and outer layers. This jacket is filled with live steam for heat transfer. Some kettles can also be supplied with cold water circulation through the jacket to promote rapid chilling of foods. (This can help avoid overloading refrigeration equipment. See page C-6.) Interior pot capacity ranges from about one quart for small table units to about 200 gallons for the large floor or wall-mounted models. Most kettles use either a tilting mechanism or draw-off valves, which require special attention in cleaning.

For both steamer cabinets and jacketed kettles, follow these operation and maintenance tips:

1. Use care in lifting kettle lids or exhausting cabinets to avoid steam burns.
2. Have controls checked regularly by a qualified service technician.
3. Keep cabinet door frames and seals free of food debris.
4. Tighten door seals only enough to prevent steam leaks.
5. Replace any damaged gaskets or seals.
6. Check water gauges to assure adequate boiler levels.
7. Repair steam leaks immediately.
8. Insulate all steam lines to conserve heat and protect employees against burns.

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Steam can be generated for these appliances either in a self-contained unit or in a central boiler and distribution system. Regardless of the source, you should use properly conditioned water to reduce limestone and other mineral deposits. These deposits will reduce heat transfer and distribution efficiency and can cause serious damage to the system. Be sure to use no toxic water conditioners. The steam must be chemically suitable for food contact. Mineral deposits can often be removed by brushing with a **mild** acid, such as vinegar. More serious deposits should be handled by a trained technician, who will probably use stronger acids.

Steam tables are not true **cooking** devices since they are intended only to **hold** hot food at serving temperatures. They also operate on the principle of the double boiler but usually with smaller volumes, lower pressures and lower temperatures of hot water. As with any heated appliance, clean surfaces free of food or mineral buildups will perform more efficiently. Excessive clouds of steam generally indicate unnecessarily high temperatures. Set controls only high enough to maintain 140°F in preheated foods. Avoid stacking solid foods above the top edges, because foods that are not within the pan will not be kept warm. Cool upper surfaces can be warmed by periodically stirring the food to mix different temperature zones.

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DISHMACHINES

Dishmachines are **expensive**; they are significant users of labor, energy and water. A 1984 National Restaurant Association study of energy usage found that 17.8 percent of a restaurant's total energy consumption was for warewashing, laundry and other hot water use. About 80 percent of the dollar cost of warewashing is labor. Because dishmachines are so expensive to purchase and operate, you owe yourself a **careful** examination of machines to select the best type for your operation; proper maintenance will help the machine operate at peak efficiency. Dishmachine malfunction has an immediate effect on customer perception of your overall sanitation level. In a 1983 National Restaurant Association survey, 81.5 percent of restaurant patrons rated "cleanliness" as their most important expectation when dining out. Incorrect use or maintenance of your dishmachine can produce dirty tableware for your customers and increase your operating costs.

All warewashing systems perform three basic functions: (1) washing to loosen food soil, (2) rinsing to flush away the loosened debris and soaps and (3) sanitizing to destroy harmful bacteria left on utensil surfaces. Most machines use one or more recirculating wash tank(s). Some larger machines may incorporate prewash systems or pumped rinses before the final freshwater sanitizing rinse. The sanitizing rinse may use either very hot water (180°F) or a low-temperature chemical solution automatically dispensed into the machine spray system.

To select a dishmachine for your operation, you must make several choices and calculations:

- **Type of machine:** stationary rack, conveyor, single or multitank.
- **Capacity:** Calculate the total number of pieces to be washed per hour. Count each item used at a normal table setting (count a flatware setting as one item). Use this number as a **guideline** to compare different machine capacities. (It is usually not economical to size a machine only for peak operating loads since that would mean running the machine at partial capacity for most of the day. Instead, it may be better to scrape and hold dishes until a full load is developed, working over a period of one or two hours.) Remember to include additional capacity for kitchen utensils and to provide extra tableware to use while one set is being washed. Most technical data sheets rate dishmachines at 100 percent capacity operation, but 70 percent is probably a more realistic figure for your comparisons. Thus, if a machine is rated at 5000 pieces, you should calculate on the basis of 3500 pieces per hour. Also, when calculating capacities and operating times, allow for handling time to collect, sort, scrape, soak, load, unload, etc., the dishes.
- **Type of sanitizer:** Low temperature chemical rinse machines may offer lower utility charges than hot water machines. But reduced wash temperatures may not clean heavy dried-on soil as effectively, and they can also require additional drying agents and extra maintenance for the automatic dispenser systems. You will also need an accurate chemical test kit to check the concentration of the final rinse water. Compare both hot water and chemical rinse machines carefully before you select the right one for your facility.

Stationary rack machines use spray arms to apply wash water and then rinse water on a timed cycle, usually about one to three minutes. Depending on rack size and cycle time, stationary rack machines can process about 375 to 1000 items per hour. They are generally useful for operations serving 50-100 persons per meal. Under-counter installation is available, this saves space, but use is awkward and tedious for the operator. Counter-height machines with pass-through doors arranged for either straight run or corner installation are more comfortable and efficient for employees.

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There are other sinks you should consider for your operation:

- Handwashing sinks: Health codes require "convenient and accessible" handwashing sinks to promote and encourage good personal hygiene. Locate these where they **will** be used. generally, they should be small enough that they do **not** become scrap sinks or pot sinks. Don't forget to supply hand soaps, sanitary disposable towels or dryers and waste receptacles.
- Vegetable preparation sinks: These should be located well away from pot sinks to discourage inappropriate use.
- Mop or slop sinks: A good location is in a custodian's closet so that all cleaning supplies can be stored in one place. (A floor drain with a curb makes it easy to clean mops and to drain mop buckets.) Be sure to equip the faucet with a vacuum breaker if a hose will be used here.

All of these should, of course, be installed in accordance with applicable local health and plumbing codes.

WATER HEATERS

To plan your water heater needs, you must consider

1. the demand for hot water (gallons per hour)
2. the desired temperature of hot water (some equipment, especially dishmachines, may specify a particular water temperature) and
3. the incoming water temperature from the supply system.

To help calculate your hot water demand:

1. List each piece of equipment which uses hot water.
2. Estimate the number of gallons per hour of hot water when the item is in use. (Manufacturer's data sheets are a good source for this information.)
3. Determine the number of hours each item is in use, and multiply the hours by the hourly use estimates. Total these figures to produce your estimated hot water demand; then use the manufacturer's recovery rates to size the heater accordingly.

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EQUIPMENT EXHAUST VENTILATION

Effective exhaust ventilation is critical for the restaurant kitchen. A modern exhaust system must remove cooking odors, smoke, steam, grease and heat from the kitchen and must provide fire protection for grease-producing areas. It requires adequate fans to move the contaminated air; ductwork and hoods to capture the air and channel it to the exterior; filters, extractors or washer systems to remove grease and smoke; and make-up air to replace the air volume being exhausted.

Clearly, this is not a do-it-yourself project. Exhaust and make-up air systems are usually engineered on site to fit the requirements of individual operations. Even when using standard manufactured components, it takes an expert to correctly match all the variables involved.

National Fire Protection Association standard 96 is generally considered to be the technical guide for cooking equipment exhaust systems. However, local building, fire, health and insurance requirements will dictate the specific details for your facility. Coordinate with these agencies, your consultant or contractor and your insurance agent to get the best system for your operation.

One of the biggest problems in designing exhaust systems is often make-up air. The large volumes of air exhausted through the hood must be balanced with make-up air to avoid the problems of negative building pressure. (See page B-5.) In some areas of climate extremes, this make-up air may require heating, cooling or other treatment before it is introduced into the building. Some newer compensating exhaust systems may introduce the make-up air directly into the hood system. Because less air is drawn from the building itself, drafts are generally reduced, and your heating and cooling costs may be lowered.

A non-filtered system would quickly accumulate grease in ducts and on fan blades, walls and roofs — throughout the system. A fire in these greasy areas could quickly engulf the entire building. Grease is usually removed from the air by wire mesh filters set into the hood assembly. NFPA 96 specifies filters must be at an angle of 45 degrees or more above horizontal to prevent grease from dripping back onto the cooking surface.

Other removal systems, such as grease extractors and electrostatic precipitators, use a series of specially designed baffles or electrically charged plates to trap droplets of grease and sometimes smoke particles as well. Whatever grease removal system you use, it must be cleaned regularly and thoroughly to prevent fire hazard; insect and vermin food sources; and the offensive odors of stale, rancid grease. Some heavy-duty units can be equipped with automatic wash systems to clean the grease chamber with a pressurized spray of hot water and detergent.

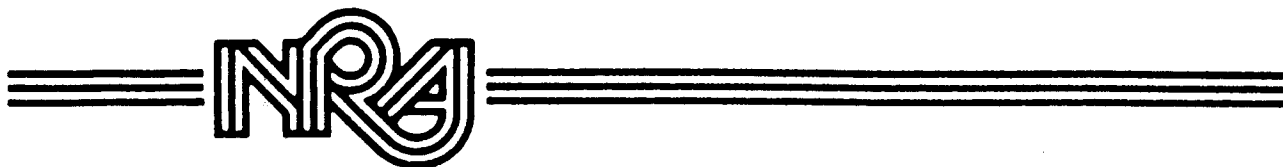
Below is general information that should be included in your exhaust system planning:

1. Fans have many options and additions available. Check different styles (propeller, centrifugal), automatic drive belts tension systems, bird and insect screens, rooftop grease troughs, variable speed motors for slow periods, etc.
2. Hoods must generally have an overall height of 20 inches; filters or grease extractors must be angled at least 45 degrees above horizontal. Plan for high enough ceilings to accommodate your hoods.
3. Round exhaust ducts offer less resistance to airflow, which reduces the load on the fan. If round ducts are not available, they should be as nearly square as possible.

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Fire Protection Systems

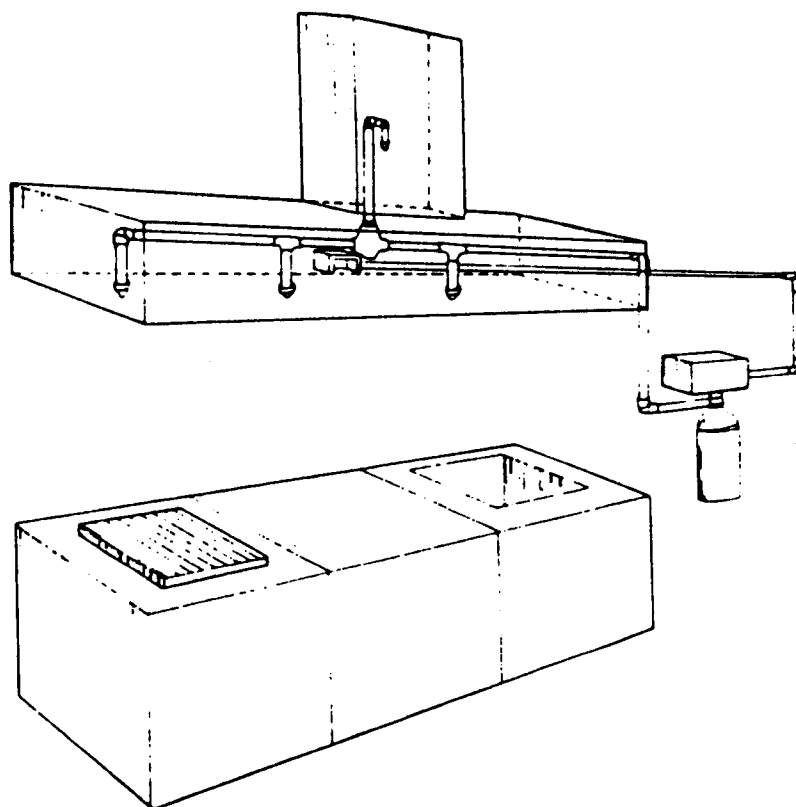
NFPA standard 96 requires that all cooking equipment, such as fat fryers, ranges, griddles and broilers, be protected by approved fire extinguishing equipment. Hoods, grease removal devices and duct systems must also be protected. Detection of a fire and activation of the system is normally performed by a heat-sensitive fusible link. Pre-engineered as well as custom-engineered systems are available. Extinguishing agents include dry chemicals, carbon dioxide gas and chemicals in liquid solution.

The design, installation and maintenance of the system is a job for the professional. He will identify the potential hazards and recommend the components to be integrated into the system. When adding or relocating protected cooking equipment, be certain the appropriate changes are made in your extinguishing system.

A readily accessible means to manually activate these systems must be provided. Instructions for manually operating the fire extinguishing system should be posted conspicuously in the kitchen and should be reviewed periodically with your employees.

Your fire extinguishing system should be inspected and serviced by properly trained and qualified persons at least every six months. All actuation components, including the manual pull stations, mechanical or electrical devices, detectors and actuators, should be checked for proper operation during the inspection. Fusible links should be replaced at least annually. If required, certificates of inspection and maintenance performed should be forwarded to the authority having jurisdiction; retain a copy of maintenance and inspection sheets for your own maintenance program, as well as for insurance records.

Many older systems provide incomplete coverage with only hood and duct protection. Be certain your cooking equipment is fully protected.



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OTHER FOOD SERVICE EQUIPMENT

There are many other types of food service equipment besides those described on the preceding pages. Included are coffee urns, toasters, choppers, mixers, shelving and hot/cold holding equipment, salad bar stands, etc.

When selecting equipment determine

1. intended use of the equipment
2. volume of food product to be processed
3. options of value
4. use environment (e.g. is shelving to be used for dry storage or refrigerated storage?)
5. warranties and guarantees and
6. the appropriate listing label on equipment (e.g., UL, AGA, NSF).

When operating and maintaining equipment

1. follow directions provided by manufacturer for installation, operation and maintenance
2. assure quality of food product by maintaining equipment in clean condition and
3. perform regular, routine maintenance or adjustment as specified by manufacturer.

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EXHIBIT "F"

CONVENTION CENTER CONCESSION AGREEMENT

PRODUCT PRICE LIST

<u>ITEM</u>	<u>SIZE</u>	<u>BRAND NAME</u>	<u>SELLING PRICE</u>
COKE	12oz.	COCA COLA	
COKE	20oz.	COCA COLA	\$1.00
BEER	16oz.	BUDWEISER	\$1.50
BEER	20oz.	BUDWEISER	\$2.00
HOT DOG	8/1	BEST	\$2.50
HOT DOG	4/1	BEST	\$1.50
DANISH	3oz.	BEST	\$2.25
PIZZA	6"	SARA LEE	\$1.25
PRETZEL	3oz.	JASON BRAND	\$1.75
ITALIAN SAUSAGE	3/1	MAZZONE	\$1.25
CIGARETTES	PKG.	SPECIALTY	\$3.00
POP CORN	32oz.	ASSORTED	\$1.50
ORANGE JUICE	1/2 pt.	BLEVINS	\$1.00
MILK	1/2 pt.	BORDENS	\$1.00
POTATO CHIP	1 1/8 oz.	BORDENS	\$1.00
CANDY	2.5-3.5 oz.	EAGLE	\$1.00
COFFEE	8oz.	ASSORTED	\$1.25
HAM & CHEESE SAND.	3 1/2 oz.	LA. TOURIANE	\$0.75
DELI SANDWICHES	4oz.	HOUSE MADE	\$3.00
ROAST BEEF		HOUSE MADE	\$4.50
CORNER BEEF			
TURKEY			
NACHOS	4oz.	MUCHO	\$1.75
ICE CREAM CONE	8oz.	BORDENS	\$1.00
MILK SHAKE	20oz.	BORDENS	\$2.00
SUNDAE	8oz.	BORDENS	\$2.00

EXHIBIT "C"

CONVENTION CENTER CONCESSION AGREEMENT

SERVICE AMERICA CORPORATION
RECIPE FILE

EXHIBIT "G"

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CONVENTION CENTER CONCESSION AGREEMENT

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- A02 Jumbo Hot Dog
- A03 Polish Sausage
- A04 Nachos
- A05 Kiddie Dog or Junior Dog
- A06 Popcorn
- A07 Peanuts

B. Standard Beverage Items

- B01 Ice Cold Beer - Draft
- B02 Ice Cold Beer - Bottled
- B03 Ice Cold Beer - Canned
- B04 Soft Drinks
- B05 Hot Coffee
- B06 Hot Chocolate

C. Additional Items

- C01 Pizza - Ready Made
- C02 Pizza - Fresh Baked
- C03 Cotton Candy
- C04 Sno Cones
- C05 Caramel Corn
- C06 Jumbo Soft Pretzel

III. MENU BOARD LAYOUT

IV. PURCHASING STANDARDS

CONVENTION CENTER CONCESSION AGREEMENT

I. GENERAL INFORMATION

CONVENTION CENTER CONCESSION AGREEMENT

A. PURPOSE OF RECIPE FILE

The purpose of the SAC Recipe File is to provide a standard recipe for each menu item in our standardized concession menu so that specific recipe related instructions can be implemented systematically and precisely in all SAC units. Standard recipe instructions will insure correct and consistent preparation of our quality products and proper, attractive presentation as requested by SAC Management.

In addition to the standard product preparation and presentation instructions for each item, the recipe file also lists the standard menu board name for each menu item and the standard portion or serving size desired by SAC.

Brand names of quality ingredients and product lines are also offered as general information. While some product lines are not prescribed standard SAC items, these specific product lines are recommended because of their proven success in many of our operations. When standard ingredients and products are recommended, every reasonable effort should be made to use that specific product or ingredient. When an ingredient or product line is designated as a SAC Standard (SACS), it must be used.

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Recipe Name _____
Recipe Number _____
Date Recipe Approved _____

B. RECIPE FORMAT DESCRIPTION

The recipes in this menu file represent Service America Corporation Standards (SACS) and/or recommended specifications. The format followed in each recipe will be as follows:

1. STANDARD MENU BOARD NAME
The name of the product which is to be used on the menu board.
2. STANDARD PORTION
The recommended portion(s) or SACS portions(S) for the menu item.
3. INGREDIENT LISTING
The list of products used in preparing and presenting the menu item for sale.
4. PURCHASE UNIT
The purchase specification for the ingredient(s) and product(S) used in preparing and presenting the menu item for sale. All standard purchase units are clearly marked with SACS and must be used.
5. THE RECIPE
The preparation instructions for combining the ingredient amounts in order to make the product ready for sale.
6. OTHER INFORMATION

Specific considerations may necessitate a change or substitution for a particular product in the standard recipe. All exceptions must be approved in writing by the Region Vice President and SAC Headquarters.

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C. RECIPE FILE PORTION SUMMARY

<u>Product Categories</u>	<u>Portion/Size</u>
A01 All Beef Hot Dog	8/1 Hot Dog 6" long (SACS)
A02 Jumbo Dog	5/1 Hot Dog 7" long (SACS)
A03 Polish Sausage	5/1 Sausage 7" long (SACS)
A04 Nachos	3.5 ozs. chips, 3 ozs. cheese, 5 ea. peppers, standard nacho ..food tray (SACS)
A05 Kiddie Dog or Jr. Hot Dog	10/1 Hot Dog 6" long
A06 Popcorn	32 oz. cup (SACS)
A07 Peanuts	85 oz. tub (SACS)
B01 Ice Cold Beer (Draft)	2.25 oz. bag, salted
B02-3 Bottled or Canned Beer	12 oz. SAC paper cup
B04 Soft Drinks	16 oz. SAC paper cup
	24 oz. SAC paper cup
	32 oz. SAC paper cup
	22 oz. souvenir cup
	32 oz. souvenir cup
	16 oz. SAC paper cup
	12 oz. SAC paper cup
	16 oz. SAC paper cup
	20 oz. SAC paper cup
	24 oz. SAC paper cup
	32 oz. SAC paper cup
	22 oz. souvenir cup
	32 oz. souvenir cup
B05 Hot Coffee	8 oz. foam cup
B06 Hot Chocolate	8 oz. foam cup

CONVENTION CENTER CONCESSION AGREEMENT

II. PRODUCT CATEGORIES

CONVENTION CENTER CONCESSION AGREEMENT

A. Food Items

- A01 All Beef Hot Dog
- A02 Jumbo Dog
- A03 Polish Sausage
- A04 Nachos
- A05 Kiddie Dog or Junior Dog
- A06 Popcorn
- A07 Peanuts

CONVENTION CENTER CONCESSION AGREEMENT

All Beef Hot Dog
A01
7/86

1. STANDARD MENU BOARD NAME
All Beef Hot Dog
2. STANDARD PORTION
 - A. One each, prepared 8 to 1 pound hot dog, all beef, 6" long (SACS)
 - B. One each, fresh hot dog bun, 1.8 ozs. each, 6"x1-3/4, pre-slicedAbove served in a foil hot dog bag or 10-3/4" x 12" deli wrap with a condiment selection to include ketchup, mustard, relish and onions.
3. INGREDIENT LISTING
 - A. Hot Dog - All beef, 8 to the pound (quality tested)
 - B. Fresh hot dog bun
 - C. Condiment selection - Standard (SACS)
 - D. Wrap or bag
 - (1) 10-3/4" x 12" deli wrap
 - (2) Foil or plastic hot dog bag
4. PURCHASE UNIT
 - A. Hot Dog - Purchase by the pound, from the approved national supplier, all beef, quality tested, 8 to the pound, 6" length.
 - B. Hot dog bun - Purchase by the dozen, fresh for each event. Our buns should be 6" long x 1-3/4" wide (appx.) and weigh in at 1.8 ozs. per bun.
 - C. Condiments - All (SACS)
 - (1) Mustard - Purchased by the case, four 1 gallon containers per case. Mustard should be quality tested and reviewed for local preference.
 - (2) Ketchup - Purchase by the case, one 2 1/2 gallon plastic bag per case (Val-pak) or six #10 cans per case.
 - (3) Pickle Relish - Purchase by the case, four 1 gallon containers per case, sweet type or purchase portion pack if appropriate.

EXHIBIT "6"

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(4) Onions - Purchase by the case. Fresh chopped or frozen chopped product is standard (SACS). Never freeze fresh chopped onions.

(5) Portion packs are to be used only with RVP approvals.

D. Wrap or bag

(1) Wrap - Purchase by the case, 10-3/4" x 12" deli wrap, 12 boxes/case

(2) Hot dog bag - Purchase by the case

5. THE RECIPE

Hot dogs are cooked on a roller grill or in simmering hot water until the internal temperature of the product reaches 160°F. The hot dog is then placed in a bun, wrapped or bagged, and stored in the appropriate holding unit until served. The customer adds his/her own condiment selection from our separate condiment location.

The many types of roller grills, hot plates, and sizes of cooking pots make a standard recipe rather impracticable. Please follow the posted instructions in your location, which is adapted to your location's equipment.

6. OTHER INFORMATION

A. Count and check every delivery for accuracy. Check weight of product.

B. Sausages can be refrigerated for a reasonable period without spoilage, but it is recommended to keep them frozen. This will extend the shelf life. Defrost sausages in cold, continuously running water, or under refrigeration.

C. Order buns fresh each day of the event. Buns should be warm when served. Return unused buns for credit or freeze. Freeze buns only once. Frozen buns have a one month shelf life, if properly sealed and stored.

D. Equipment - There are two types, depending upon unit size and volume of sausages sold:

(1) Roller grills

(2) Hot plate - Smaller units should have 2 burner hot plates and 8 quart size pots. Large volume units need 12 quart size pots. (Units which vend a large number of sausage products can use production steamers or cookers).

CONVENTION CENTER CONCESSION AGREEMENT

- (3) In larger units upright warmers are to be used to maintain inventory of cooked hot dogs. Pre-cooked sausages should be stored in the hot dog warmers.
- E. When serving different varieties of sausage (example: kiddie dog, all beef hot dog, jumbo dog, polish sausage), use different colored bags or deli wrapping paper, for distinguishing products in the warmers.
- F. Vending sausages - Units which vend sausages have several holding methods available, depending upon the equipment and type of sausage being used.
 - (1) Star insulated sterno containers with a stock pot of simmering water to heat sausages. In the box there is room for buns and condiments. Each order is freshly prepared. Refill pots can be kept in the vending room on hot plates.
 - (2) Sausages can also be pre-wrapped in bags or wrap, stored in warmers and then transferred to vending boxes where they are kept warm using sterno. Portion controlled ketchup and mustard are available.

CONVENTION CENTER CONCESSION AGREEMENT

Jumbo Hot Dog
A02
7/86

1. STANDARD MENU BOARD NAME
Jumbo Hot Dog
2. STANDARD PORTION
 - A. One each, prepared 5 to 1 pound hot dog, all beef, 7" long (SACS)
 - B. One each, fresh hot dog bun, 1.8 ozs. each, or specialty bunAbove served in, or wrapped in, a clear plastic bag or 10-3/4" x 12" deli wrap with a condiment selection to include ketchup, mustard, relish and onions.
3. INGREDIENT LISTING
 - A. Hot Dog - All beef, 5 to the pound (quality tested)
 - B. Fresh hot dog bun or specialty bun
 - C. Condiment selection - Standard (SACS)
 - D. Wrap or bag
 - (1) 10-3/4" x 12" deli wrap
 - (2) Foil or plastic hot dog bag
4. PURCHASE UNIT
 - A. Hot Dog - Purchase by the pound, from the approved national supplier, all beef, quality tested, 5 to the pound, 7" length.
 - B. Hot dog bun - Purchase by the dozen, fresh for each event. Our buns should be 6" long x 1-3/4" wide (appx.) and weigh in at 1.8 ozs. per bun, or specialty bun.
 - C. Condiments - All (SACS)
 - (1) Mustard - Purchased by the case, four 1 gallon containers per case. Mustard should be quality tested and reviewed for local preference.
 - (2) Ketchup - Purchase by the case, one 2 1/2 gallon plastic bag per case (Val-pak) or six #10 cans per case.
 - (3) Pickle Relish - Purchase by the case, four 1 gallon containers per case, sweet type or purchase portion pack if appropriate.

EXHIBIT "C"

CONVENTION CENTER CONCESSION AGREEMENT

- (4) Onions - Purchase by the case. Fresh chopped or frozen chopped product is standard (SACS). Never freeze fresh chopped onions.
- (5) Portion packs are to be used only with RVP approvals.
- (6) Sauerkraut may be used as a specialty condiment.

D. Wrap or bag

- (1) Wrap - Purchase by the case, 10-3/4" x 12" deli wrap, 12 boxes/case
- (2) Hot dog bag - Purchase by the case

5. THE RECIPE

Hot dogs are cooked on a roller grill or in simmering hot water until the internal temperature of the product reaches 160°F. The hot dog is then placed in a bun, wrapped or bagged, and stored in the appropriate holding unit until served. The customer adds his/her own condiment selection from our separate condiment location.

The many types of roller grills, hot plates, and sizes of cooking pots make a standard recipe rather impracticable. Please follow the posted instructions in your location, which is adapted to your location's equipment.

6. OTHER INFORMATION

- A. Count and check every delivery for accuracy. Check weight of product.
- B. Sausages can be refrigerated for a reasonable period without spoilage, but it is recommended to keep them frozen. This will extend the shelf life. Defrost sausages in cold, continuously running water, or under refrigeration.
- C. Order buns fresh each day of the event. Buns should be warm when served. Return unused buns for credit or freeze. Freeze buns only once. Frozen buns have a one month shelf life, if properly sealed and stored.
- D. Equipment - There are two types, depending upon unit size and volume of sausages sold:
 - (1) Roller grills
 - (2) Hot plate - Smaller units should have 2 burner hot plates and 8 quart size pots. Large volume units need 12 quart size pots. (Units which vend a large number of sausage products can use production steamers or cookers).

CONVENTION CENTER CONCESSION AGREEMENT

- (3) In larger units upright warmers are to be used to maintain inventory of cooked hot dogs. Pre-cooked sausages should be stored in the hot dog warmers.
- E. When serving different varieties of sausage (example: kiddie dog, all beef hot dog, jumbo dog, polish sausage), use different colored bags or deli wrapping paper, for distinguishing products in the warmers.
- F. Vending sausages - Units which vend sausages have several holding methods available, depending upon the equipment and type of sausage being used.
 - (1) Star insulated sterno containers with a stock pot of simmering water to heat sausages. In the box there is room for buns and condiments. Each order is freshly prepared. Refill pots can be kept in the vending room on hot plates.
 - (2) Sausages can also be pre-wrapped in bags or wrap, stored in warmers and then transferred to vending boxes where they are kept warm using sterno. Portion controlled ketchup and mustard are available.

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POLISH SAUSAGE
A03
7/86

1. STANDARD MENU BOARD NAME
Polish Sausage
2. STANDARD PORTION
 - A. One each, prepared polish sausage (5 to the pound), 7" long
 - B. One each, fresh hot dog bun, 1.8 ozs. each, 6"x1-3/4, pre-sliced, or specialty bun.

Above served in a foil hot dog bag or 10-3/4" x 12" deli wrap with a condiment selection to include ketchup, mustard, relish and onions.
3. INGREDIENT LISTING
 - A. Polish sausage, 5 to the pound (quality tested)
 - B. Fresh hot dog bun or specialty bun
 - C. Condiment selection - Standard (SACS)
 - D. Wrap - Standard (SACS)
4. PURCHASE UNIT
 - A. Polish Sausage - Purchase by the pound, with or without skin casing, 7" length. The large size will necessitate bulk packing. Investigate local favorite brand.
 - B. Bun
 - (1) Hot dog bun - see recipe A01
 - (2) Specialty bun - Purchase according to local tastes and availability, if used.
 - C. Condiments - All (SACS)
 - (1) Mustard - Purchased by the case, four 1 gallon containers per case. Mustard should be quality tested and reviewed for local preference.
 - (2) Ketchup - Purchase by the case, one 2 1/2 gallon plastic bag per case (Val-pak) or six #10 cans per case.
 - (3) Pickle Relish - Purchase by the case, four 1 gallon containers per case, sweet type or purchase portion pack if appropriate.

CONVENTION CENTER CONCESSION AGREEMENT

(4) Onions - Purchase by the case. Fresh chopped or frozen chopped product is standard (SACS). Never freeze fresh chopped onions.

(5) Portion packs are to be used only with RVP approvals.

D. Wrap or bag

(1) Wrap - Purchase by the case, 10-3/4" x 12" deli wrap, 12 boxes/case

(2) Hot dog bag - Purchase by the case

5. THE RECIPE

The roller grill is recommended and preferred for polish sausage, as this item necessitates visual merchandising to sell best. The sausages are cooked on a roller grill or in simmering hot water until the internal temperature of the product reaches 160°F. The sausage is then placed in a bun, wrapped or bagged, and stored in the appropriate holding unit until served. The customer adds his/her own condiment selection from our separate condiment location.

The many types of roller grills, hot plates, and sizes of cooking pots make a standard recipe rather impracticable. Please follow the posted instructions in your location, which is adapted to your location's equipment.

6. OTHER INFORMATION

A. Count and check every delivery for accuracy. Check weight of product.

B. Sausages can be refrigerated for a reasonable period without spoilage, but it is recommended to keep them frozen. This will extend the shelf life. Defrost sausages in cold, continuously running water, or under refrigeration.

C. Order buns fresh each day of the event. Buns should be warm when served. Return unused buns for credit or freeze. Freeze buns only once. Frozen buns have a one month shelf life, if properly sealed and stored.

D. Equipment - There are two types, depending upon unit size and volume of sausages sold:

(1) Roller grills

(2) Hot plate - Smaller units should have 2 burner hot plates and 8 quart size pots. Large volume units need 12 quart size pots. (Units which vend a large number of sausage products can use production steamers or cookers).

CONVENTION CENTER CONCESSION AGREEMENT

- (3) In larger units upright warmers are to be used to maintain inventory of cooked hot dogs. Pre-cooked sausages should be stored in the Alto-Shaam hot dog warmers.
- E. When serving different varieties of sausage (example: kiddie dog, all beef hot dog, jumbo dog, polish sausage), use different colored bags or deli wrapping paper, for distinguishing products in the warmers.
- F. Vending sausages - Units which vend sausages have several holding methods available, depending upon the equipment and type of sausage being used.
- (1) Star insulated sterno-containers with a stock pot of simmering water to heat sausages. In the box there is room for buns and condiments. Each order is freshly prepared. Refill pots can be kept in the vending room on hot plates.
- (2) Sausages can also be pre-wrapped in bags or wrap, stored in warmers and then transferred to vending boxes where they are kept warm using sterno. Portion controlled ketchup and mustard are available.

CONVENTION CENTER CONCESSION AGREEMENT

Nachos
A04
7/86

1. STANDARD MENU BOARD NAME
Nachos
2. STANDARD PORTION
3.5 ozs. - Tortilla chips
3 ozs. - Prepared nacho cheese sauce
4-5 slices - Jalapeno peppers
1 each - Two-compartment food tray
3. INGREDIENT LISTING
A. Tortilla chips - use prepared chips (SACS)
B. Nacho cheese sauce is prepared by adding one #10 can of water to three #10 cans of prepared nacho cheese sauce (SACS)
C. Sliced jalapeno peppers - 4-5 slices per portion
D. One 2 compartment standard nacho food tray (SACS)
4. PURCHASE UNIT
A. Tortilla chips - Purchase by the case from the approved national supplier. Use the case size that best addresses the volume that you do on this item. The smaller cases have less breakage
B. Nacho cheese sauce - Purchase prepared sauce by the case (six #10 cans per case) from the approved national supplier.
C. Jalapeno peppers - Purchase by the case from the approved national supplier. Buy pre-sliced and insure correct handling and portioning.
D. Food tray - Purchase by the case from the current national supplier (see your purchasing agent).
5. THE RECIPE
A. Tortilla chips are ready made. Place 3.5 ozs. of chips into the large compartment of the standard food tray. Then add 3.0 ozs. cheese and 4-5 slices of jalapeno peppers on top of the chips.

EXHIBIT "G"

CONVENTION CENTER CONCESSION AGREEMENT

B. Nacho cheese sauce:

- (1) Volume situations - Add one #10 can water to three #10 cans of selected prepared nacho cheese and heat in a double boiler to 170°. Hold at 165-170° for service.
- (2) Slow business situation - Heat one #10 can of prepared nacho cheese sauce in a double boiler to correct temperature, thin slightly with 1/3 #10 can of water.

6. OTHER INFORMATION

- A. Sealed cases of tortilla chips have a shelf life of over 30 days. Open cases have a shelf life of 3 to 5 days. For each nacho order, pre-portion 3.5 ozs. chips into one compartment of food tray, and place on bread racks. Smaller volume units may place in heated glass display case.
- B. Canned sliced peppers have a shelf life of over six months. Once opened, store in stainless steel container.
- C. Keep in double boiler until ready to serve. Hold at temperature of less than 180°F. Canned cheese sauce has a shelf life of over six months; opened, it has a four day shelf life. Once heated, cheese may be stored frozen for one more heating; never heat more than twice. Once can is opened, store cheese in a stainless steel or plastic container.
- D. When nachos are ordered, pump or ladle 3 ozs. of heated cheese sauce in second compartment of food tray.
- E. Garnish tortilla chips with sliced jalapeno peppers. Peppers should be held in stainless steel container next to cheese serving area and placed on the chips in a decorative manner, if requested by the customer.
- F. Equipment - Varies with sales volume
 - (1) Indoor units prefer the "Nacho Portable Stand". It has a front serving counter with two heated steam table inserts with plexiglass signage and two side counters. The stand is flexible enough to be used for products other than nachos by changing the signage.
 - (2) A hot plate or chaffing dish with sterno may also be used to produce a double boiler. The boiler may be placed on the back counter, and the serving line closest to it could be denoted as the nacho line. This should be for a portable situation only.
 - (3) The most preferred equipment for the nacho cheese is the drop-in food warmer. The warmer can be recessed into the back counter.

CONVENTION CENTER CONCESSION AGREEMENT

Kiddie Dog or Jr. Hot Dog
A05
7/86

1. STANDARD MENU BOARD NAME
Kiddie Dog or Jr. Hot Dog
2. STANDARD PORTION
 - A. One each, prepared 10 to 1 pound hot dog, all meat, 6" long
 - B. One each, fresh hot dog bun, 1.8 ozs. each, 6" x 1-3/4 pre-slicedAbove served in or wrapped in foil bag or 10-3/4" x 12" deli wrap with a condiment selection to include ketchup, mustard, relish and onions.
3. INGREDIENT LISTING
 - A. Hot dog, all meat (quality tested), 10 to 1 weight
 - B. Fresh hot dog bun
 - C. Condiment Selection - Standard (SAC)
 - D. Wrap or bag
 - (1) 10-3/4" x 12" deli wrap
 - (2) Foil hot dog bag
4. PURCHASE UNIT
 - A. Hot dog - Purchase by the pound in one pound packages whenever practical. The small hot dog should be 10 to 1 pound by weight, and should be tested for quality.
 - B. Hot dog bun - Purchase by the dozen, fresh for each event. Our buns should be 6" long x 1-3/4" wide (appx.) and weight in at 1.8 ozs. per bun, or specialty bun.
 - C. Condiments - All (SACS)
 - (1) Mustard - Purchase by the case, four 1 gallon containers per case. Mustard should be quality tested and reviewed for local preference.
 - (2) Ketchup - Purchase by the case, one 2 1/2 gallon plastic bag per case (Val-pak) or six #10 cans per case.

EXHIBIT "G"

CONVENTION CENTER CONCESSION AGREEMENT

- (3) Pickle Relish - Purchase by the case, four 1 gallon containers per case, sweet type or purchase portion pack, if appropriate.
- (4) Onions - Purchase by the case. Fresh chopped or frozen chopped product is standard (SACS). Never freeze fresh chopped onions.
- (5) Portion packs are to be used only with RVP approvals.

D. Wrap or bag

- (1) Wrap - Purchase by the case, 10-3/4" x 12" deli wrap, 12 boxes/case
- (2) Hot dog bag - Purchase by the case.

5. THE RECIPE

Hot dogs are cooked on a roller grill or in simmering hot water until the internal temperature of the product reaches 160°F. The hot dog is then placed in a bun, wrapped or bagged, and stored in the appropriate holding unit until served. The customer adds his/her own condiment selection from our separate condiment location.

The many types of roller grills, hot plates, and sizes of cooking pots make a standard recipe rather impractical. Please follow the posted instructions in your location, which is adapted to your location's equipment.

6. OTHER INFORMATION

- A. Count and check every delivery for accuracy. Check weight of product.
- B. Sausages can be refrigerated for a reasonable period without spoilage, but it is recommended to keep them frozen. This will extend the shelf life. Defrost sausages in cold, continuously running water, or under refrigeration.
- C. Order buns fresh each day of the event. Buns should be warm when served. Return unused buns for credit or freeze. Freeze buns only once. Frozen buns have a one month shelf life, if properly sealed and stored.
- D. Equipment - There are two types, depending upon unit size and volume of sausages sold:
 - (1) Roller grills
 - (2) Hot plate - Smaller units should have 2 burner hot plates and 8 quart size pots. Large volume units need 12 quart size pots. (Units which vend a large number of sausage products can use production steamers or cookers).

CONVENTION CENTER CONCESSION AGREEMENT

- (3) In larger units upright warmers are to be used to maintain inventory of cooked hot dogs. Pre-cooked sausages should be stored in the hot dog warmers.
- E. When serving different varieties of sausage (example: kiddie dog, all beef hot dog, jumbo dog, polish sausage), use different colored bags or deli wrapping paper, for distinguishing products in the warmers.
- F. Vending sausages - Units which vend sausages have several holding methods available, depending upon the equipment and type of sausage being used.
- (1) Star insulated sterno containers with a stock pot of simmering water to heat sausages. In the box there is room for buns and condiments. Each order is freshly prepared. Refill pots can be kept in the vending room on hot plates.
- (2) Sausages can also be pre-wrapped in bags or wrap, stored in warmers and then transferred to vending boxes where they are kept warm using sterno. Portion controlled ketchup and mustard are available.